NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 6TH, 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 – 14)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004850	RCS Radio Fees	$6,738.27
To:	0100.0560.003010	Computer Equipment	$6,738.27

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 to accept a donation of six K9 ballistic body armor for the Sheriff's Office from Vested Interest in K9s, Inc.

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (87) Desktops, (12) Laptops, (1) 2009 Dodge Charger, and (1) 2010 Chevy Tahoe pursuant to Tx. Local Gov't Code 263.152.

9. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 9 in the amount of $4,663.00 for approval of relocating the water heater as necessary, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

10. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 16 in the amount of $23,930.00 for approval of additional electrical, data, exterior and interior finish work, and window coverings, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

11. Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $50,000 to expire on March 30, 2018 under Williamson County Contract for Engineering Services between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services for Williamson County Road and Bridge.

12. Discuss, consider, and take appropriate action on approval of the preliminary plat for the LSRWA Lester subdivision - Pct 4.

13. Discuss, consider, and take appropriate action on approval of the final plat for the Harkins subdivision - Pct 4.

14. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Santa Rita WCESD #4 Fire Station No. 2 subdivision - Pct 2.

REGULAR AGENDA

15. Discuss, consider and take appropriate action on recognizing Cmdr. Tammy Travis for her 23 years of service to Williamson County EMS.

16. Discuss, consider and take appropriate action to recognize Julie Lahr, Community Health Provider with the Mobile Outreach Team as the recipient of 2017 JEMS "EMS10: Innovators in EMS award."

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

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

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > $5,000	$90.10
To	0200-0210-000777	Transfer to Capital Projects	$90.10

19. Discuss, consider and take appropriate action on approving a 2017 Capital Improvement Program Budget Transfer to move $23,694 from Cedar Park Annex Building (P452) to DAS (Distributed Antenna Systems) Project (P472).

20. Discuss, consider and take appropriate action on approving Long Term Planning Budget Transfer to move $1,102,384 from Southeast Corridor (P463) to Corridor F/US183 (P461) of $602,384 and Corridor C/SH29 Bypass (P459) of $500,000.

21. Discuss, consider and take appropriate action granting the Williamson County Facilities Department Director with authority to approve changes orders in the event that a previously approved and authorized Williamson County Facilities Department Employee is unable to approve a change order in relation to a Williamson County construction project pursuant to Local Gov't Code 262.031.

22. Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 35 from American Constructors in the amount of $104,195.00 for additional Audio/Video components and installation. This change order is being funded by the Owners Contingency.

23. Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 43 from American Constructors in the amount of $5,165.00 for additional irrigation controller components and installation. This change order is being funded by the Construction Managers Contingency.

24. Discuss, consider and take appropriate action on Change Order No. 46, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of $1,350,000.00 for the acceptance and funding of the Fuel Station and the required additional days per ASI-039 in relation to the Williamson County North Campus Project. This change order is being funded by the reserve spending budget for capital projects which was approved on October 17, 2017.

25. Discuss, consider and take appropriate action on a Possession & Use Agreement with JBS Holdings, LP for right of way needed on the CR 278 project. (Parcel 6) Funding Source: P438

26. Discuss, consider and take appropriate action on a real estate contract with James and Andrea Billingsley for right of way needed on the CR 200 project. (Parcel 7); Funding Source P285

27. Discuss, consider, and take appropriate action on authorizing the county judge to sign a Conservation Easement and the Sun City Texas Preserve Operation, Management and Monitoring Plan between Sun City Texas Community Association, Inc. and Williamson County, as trustee for the Williamson County Conservation Foundation.

28. Discuss, consider and take appropriate action on a Funding Agreement with Bluebonnet Trails Community Services for mental health services and a 12-bed Crisis Stabilization Unit in Williamson County.

29. Discuss, consider, and take appropriate action to review the submitted outcome measures for DY7-DY8 DSRIP projects.

30. Discuss, consider and take appropriate action on temporarily closing the following roads during the stated times for Stalwart Films to shoot a TV series for AMC Television: 1. CR 434 Bridge between CR 436 and CR 438 South East of Thrall on March 13, 2018 from 9 a.m. to 4 p.m., March 14, 2018 from 5 a.m. to 10 p.m. and March 15, 2018 from 5 a.m. to 10 p.m. 2. CR 438 between CR 434 and FM 112 South East of Thrall from 5 a.m. until 10 p.m. on March 12, 2018; and 3. CR 366 between Chandler Rd and HWY 29 North West of Taylor near the San Gabriel River Crossing from 10 a.m. until 10 p.m. on March 12, 2018.

31. Discuss, consider, and take appropriate action on authorizing the extension of Traffic Signs Agreement #1702-140, for the same pricing, terms and conditions as the existing contract, for the term of March 21, 2018 - March 20, 2019, with Garden State Highway Products, Inc. for signs and roll goods; Pathmark Traffic Products of Texas and NSTS, LLC for hardware, posts and markers.

32. Discuss, consider, and take appropriate action on authorizing the First Amended Services Contract for Fire, Alarm Monitoring with SimplexGrinnell, adding exhibits C1-C5, pursuant to TX-MAS-5-03FACO10, with pricing as shown on Exhibit C1-C5.

33. Discuss, consider, and take appropriate action on approving an agreement between Cambrian Environmental and Williamson County for Emergency Karst Services relating to Cave at Cambria Drive, Round Rock Texas, in the not-to-exceed amount of $ 35,000.00, exempting this agreement from competitive requirements as per Texas Local Government Code Discretionary Exemption 262.024.(1), 262.024 (2) and 262.024 (3), and authorizing the execution of the agreement.

34. Discuss, consider, and take appropriate action on approving the purchase of one (1) 2018 Chevy Express 3500 Van in the amount of $46,211.66 and three (3) Chevy Tahoe PPv 4X2's in the amount of $117,431.71, from Caldwell Country Chevrolet per BuyBoard Contract # 521-16 to support the operations of the Williamson County Jail.

35. Discuss, consider, and take appropriate action on awarding RFQ # 1711-206, Small Drainage and Roadway Project Design to the best overall respondents Alliance Transportation Group (Drainage Design) & Pape-Dawson Engineers, Inc. (Roadway Design) and authorizing execution of the Professional Services Agreements.

36. Discuss, consider, and take appropriate action on Work Authorization No. 1 in the amount of $150,000.00 to expire September 30, 2018, under Williamson County Contract, for Engineering Services between Pape-Dawson Engineers, Inc. and Williamson County dated March 6, 2018 for On-Call Professional Engineering Services for Small Drainage and Roadway Projects and authorizing execution of the WA.

37. Discuss, consider and take appropriate action on Work Authorization No. 1 in the amount of $150,000.00 to expire September 30, 2018 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects and authorizing execution of the WA.

38. Discuss, consider, and take appropriate action on amending the Purchasing requirement to obtain three (3) quotes by increasing the threshold from $2,000 to $5,000.

39. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Pharmaceuticals and Supplies for the Williamson County Regional Animal Shelter under IFB # 1802-218.

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)."

40. 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 North Woods Road District.
c) Project Amazon
d) Wolf Lakes

41. 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: CR 101
e) Discuss the acquisition of real property: CR 200
f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
g) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
h) Discuss the acquisition of real property for County Facilities.
i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
l) Discuss the acquisition of real property for Seward Junction SE Loop.
m) Discuss the acquisition of real property for SH 29 @ DB Wood.
n) Discuss the acquisition of real property for Hairy Man Rd.
o) Discuss the acquisition of real property for SW Bypass.
p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
q) Discuss Cedar Hollow low water crossings and Lost River.
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 wastewater easements in Berry Springs Park
c) Discuss sale of County property on Ronald Reagan Blvd.
d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
e) 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.
E. Discuss the San Gabriel River trail easements.

42. 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. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites 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, Teaxas.
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.
z) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.

43. 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).

44. 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)

45. Discuss and take appropriate action concerning economic development.

46. Discuss and take appropriate action concerning real estate.

47. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) 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
l) Berry Springs Park and Preserve pipeline
m) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
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.
z) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.

48. 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.

49. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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: 03/06/2018

Line Item Transfer

Submitted For: Robert Chody **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

The requested line item transfer is needed due to underfunding for docking stations for the toughbooks (approved in FY17 budget)

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004850	RCS Radio Fees	$6,738.27
To:	0100.0560.003010	Computer Equipment	$6,738.27

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/28/2018 02:33 PM
Budget Office	Ashlie Koenig	03/01/2018 09:04 AM
Form Started By: Peggy Braun		Started On: 02/26/2018 11:57 AM
Final Approval Date: 03/01/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/06/2018

Compensation Items

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit LIT 03.06.18

Merit Details 03.06.18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Kristy Sutton		Started On: 03/01/2018 09:39 AM
Final Approval Date: 03/01/2018		

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0491	001100	1476.54	
01	0100	0491	002010	112.95	
01	0100	0491	002020	205.82	
01	0100	8001	001130		1476.54
01	0100	8001	002010		112.95
01	0100	8001	002020		205.82
01	0100	0581	001100	1259.69	
01	0100	0581	002010	96.36	
01	0100	0581	002020	175.60	
01	0100	8004	001130		1259.69
01	0100	8004	002010		96.36
01	0100	8004	002020		175.60

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
911 Communications	Telecom Ofcr III.0140.001100	13261	$41,989.36	$1,259.69	3.00	$43,249.04	MERIT	2/23/2018
Budget Office	Assistant Budget Officer.1803.001100	14427	$73,826.48	$1,476.54	2.00	$75,303.02	MERIT	2/23/2018

Commissioners Court - Regular Session **7.**

Meeting Date: 03/06/2018

Donation of K9 ballistic body armor for Sheriff's Office

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of six K9 ballistic body armor for the Sheriff's Office from Vested Interest in K9s, Inc.

Background

Vested Interest in K9s, Inc. is a 501c(3) non-profit whose mission is to provide bullet and stab protective vests and other assistance to dogs of Law Enforcement and related agencies throughout the country. The state of the art vests are from Survival Armor made in the U.S. and provide ultimate protection for K9s. Each vest has a warranty of 5 years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vested Interest in K9s

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 08:30 AM
Form Started By: Starla Hall		Started On: 02/28/2018 09:04 AM
Final Approval Date: 03/01/2018		

SURVIVAL ARMOR®

Shipper

Order Number: 0303639
Customer Number: VES001

Order Date: 1/5/2018
Salesperson: HAM5
Related Doc #:
Comment:
Entered By: areinhold

Ship To:
WILLIAMSON COUNTY SHERIFFS OFC
508 S. ROCK ST
Georgetown, TX 78626

Sold To:
VESTED INTEREST IN K9s, INC.
P.O. BOX 9
East Taunton, MA 02718

Confirm To: SGT. L. STEWART

Customer P.O.	Ship VIA	F. O. B.	Terms	Date Req.
0015 AXEL	UPS GROUND		Other	2/2/2018

Line #	Item Code	Description	Ordered	Backordered	Shipped
0001	TB-K9VI-ULWIIXL	K9 ULW-II BALLISTICS, XLARGE	1.0000		✓
	Officer Name: AXEL/WILLIAMSON CO SO, TX				
0002	TC-K9VI-DOG-XL	K9, VESTED INTEREST DOG CARRIER, XLARGE, CUSTOM (	1.0000		✓
	RANGER GREEN				
0003	ID-FLAP-RGR	ID-FLAP SET (2), RANGER GREEN	1.0000		✓
	"SHERIFF K-9" IN GREY				
0004	EMB-OTHER	ALL OTHER EMBROIDERY	1.0000		✓
	"IN MEMORY OF K9 TY" "CALIFORNIA CITY POLICE DEPARTMENT" STACKED IN WHITE ON RANGER GREEN				

Approximate Value $975.00

Serial # 1801197319

WCSO Barcode 84834

SURVIVAL ARMOR®

Shipper

Order Number: 0303637
Customer Number: VES001

Order Date: 1/5/2018
Salesperson: HAM5
Related Doc #:
Comment:
Entered By: areinhold

Ship To:
WILLIAMSON COUNTY SHERIFFS OFC
508 S. ROCK ST
Georgetown, TX 78626

Sold To:
VESTED INTEREST IN K9s, INC.
P.O. BOX 9
East Taunton, MA 02718

Confirm To: SGT. L. STEWART

Customer P.O.	Ship VIA	F. O. B.	Terms	Date Req.
0015 RODY	UPS GROUND		Other	2/2/2018

Line #	Item Code	Description	Ordered	Backordered	Shipped
0001	TB-K9VI-ULWIILG	K9 ULW-II BALLISTICS, LG	1.0000		/
	Officer Name: RODY/WILILAMSON CO SO, TX				
0002	TC-K9VI-DOG-LG	K9- VESTED INTEREST, DOG CARRIER LARGE, CUSTOM C(	1.0000		/
	RANGER GREEN				
0003	ID-FLAP-RGR	ID-FLAP SET (2), RANGER GREEN	1.0000		/
	"SHERIFF K-9" IN GREY				
0004	EMB-OTHER	ALL OTHER EMBROIDERY	1.0000		/
	"GIFTED BY ANIMAL CARE CLINIC" "WALLISVILLE, TX" STACKED IN WHITE ON RANGER GREEN				

Approximate Value $975.00

Serial #
1801197317

WCSO
Barcode
04835

SURVIVAL ARMOR®

Shipper

Order Number: 0303636
Customer Number: VES001

Order Date: 1/5/2018
Salesperson: HAM5
Related Doc #:
Comment:
Entered By: areinhold

Ship To:
WILLIAMSON COUNTY SHERIFFS OFF
508 S. ROCK ST
Georgetown, TX 78626

Confirm To: SGT. L. STEWART

Sold To:
VESTED INTEREST IN K9s, INC.
P.O. BOX 9
East Taunton, MA 02718

Customer P.O.	Ship VIA	F. O. B.	Terms	Date Req.
0015 DRAGO	UPS GROUND		Other	2/2/2018

Line #	Item Code	Description	Ordered	Backordered	Shipped
0001	TB-K9VI-ULW3X	K9 ULW-II BALLISTICS, 3X	1.0000		1
	Officer Name: DRAGO/WILLIAMSON CO SO, TX				
0002	TC-K9VI-DOG-3X	K9 VESTED INTEREST DOG CARRIER, 3X, CUSTOM COLOR	1.0000		1
	RANGER GREEN				
0003	ID-FLAP-RGR	ID-FLAP SET (2), RANGER GREEN	1.0000		1
	"SHERIFF K-9" IN GREY				
0004	EMB-OTHER	ALL OTHER EMBROIDERY	1.0000		1
	"BORN TO LOVE-TRAINED TO SERVE" "LOYAL ALWAYS" STACKED IN WHITE ON RANGER GREEN				

Approximate Value $975.00

Serial # 1801197316

WCSO Barcode 04836

SURVIVAL ARMOR®

Shipper

Order Number: 0303641
Customer Number: VES001

Order Date: 1/5/2018
Salesperson: HAM5
Related Doc #:
Comment:
Entered By: areinhold

Ship To:
WILLIAMSON COUNTY SHERIFFS OFC
508 S. ROCK ST
Georgetown, TX 78626

Sold To:
VESTED INTEREST IN K9s, INC.
P.O. BOX 9
East Taunton, MA 02718

Confirm To: SGT. L. STEWART

Customer P.O.	Ship VIA	F. O. B.	Terms	Date Req.
0015 NEMO	UPS GROUND		Other	2/2/2018

Line #	Item Code	Description	Ordered	Backordered	Shipped
0001	TB-K9VI-ULW2X	K9 ULW-II BALLISTICS, 2X	1.0000		/
	Officer Name: NEMO/WILLIAMSON CO SO, TX				
0002	TC-K9VI-DOG-2X	K9 VESTED INTEREST DOG CARRIER, 2X, CUSTOM COLOR	1.0000		/
	RANGER GREEN				
0003	ID-FLAP-RGR	ID-FLAP SET (2), RANGER GREEN	1.0000		/
	"SHERIFF K-9" IN GREY				
0004	EMB-OTHER	ALL OTHER EMBROIDERY	1.0000		/
	"IN MEMORY OF K9 TY" "CALIFORNIA CITY POLICE DEPARTMENT" STACKED IN WHITE ON RANGER GREEN				

Approximate value $975.00

Serial #
1801197321

WCSO
Barcode
04837

SURVIVAL ARMOR®

Shipper

Order Number: 0303640
Customer Number: VES001

Order Date: 1/5/2018
Salesperson: HAM5
Related Doc #:
Comment:
Entered By: areinhold

Ship To:
WILLIAMSON COUNTY SHERIFFS OFC
508 S. ROCK ST
Georgetown, TX 78626

Sold To:
VESTED INTEREST IN K9s, INC.
P.O. BOX 9
East Taunton, MA 02718

Confirm To: SGT. L. STEWART

Customer P.O.	Ship VIA	F. O. B.	Terms	Date Req.
0015 HARRY	UPS GROUND		Other	2/2/2018

Line #	Item Code	Description	Ordered	Backordered	Shipped
0001	TB-K9VI-ULWIIXL	K9 ULW-II BALLISTICS, XLARGE	1.0000		1
	Officer Name: HARRY/WILLIAMSON CO SO, TX				
0002	TC-K9VI-DOG-XL	K9, VESTED INTEREST DOG CARRIER, XLARGE, CUSTOM (	1.0000		1
	RANGER GREEN				
0003	ID-FLAP-RGR	ID-FLAP SET (2), RANGER GREEN	1.0000		1
	"SHERIFF K-9" IN GREY				
0004	EMB-OTHER	ALL OTHER EMBROIDERY	1.0000		1
	"IN MEMORY OF K9 TY" "CALIFORNIA CITY POLICE DEPARTMENT" STACKED IN WHITE ON RANGER GREEN				

Approximate Value $975.00

Serial #
1801197320

WCSO
Barcode
04838

SURVIVAL ARMOR®

Shipper

Order Number: 0303638
Customer Number: VES001

Order Date: 1/5/2018
Salesperson: HAM5
Related Doc #:
Comment:
Entered By: areinhold

Ship To:
WILLIAMSON COUNTY SHEIFFS OFC
508 S. ROCK STREET
GEORGETOWN, TX 76530

Sold To:
VESTED INTEREST IN K9s, INC.
P.O. BOX 9
East Taunton, MA 02718

Confirm To: CMDR. TONY CARTER

Customer P.O.	Ship VIA	F. O. B.	Terms	Date Req.
0015 ENZO	UPS GROUND		Other	2/2/2018

Line #	Item Code	Description	Ordered	Backordered	Shipped
0001	TB-K9VI-ULWIIXL	K9 ULW-II BALLISTICS, XLARGE	1.0000		/
	Officer Name: ENZO/WILLIAMSON CO SO, TX				
0002	TC-K9VI-DOG-XL	K9, VESTED INTEREST DOG CARRIER, XLARGE, CUSTOM (	1.0000		/
	RANGER GREEN				
0003	ID-FLAP-RGR	ID-FLAP SET (2), RANGER GREEN	1.0000		/
	"SHERIFF K-9" IN GREY				
0004	EMB-OTHER	ALL OTHER EMBROIDERY	1.0000		/
	"IN MEMORY OF K9 TY" "CALIFORNIA CITY POLICE DEPARTMENT" STACKED IN WHITE ON RANGER GREEN				

Approximate Value $975.00

Serial #
1801197318

WCSO
Barcode
04839

Commissioners Court - Regular Session **8.**

Meeting Date: 03/06/2018

Asset Auction 3/6/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (87) Desktops, (12) Laptops, (1) 2009 Dodge Charger, and (1) 2010 Chevy Tahoe pursuant to Tx. Local Gov't Code 263.152.

Background

See attached list(s) for detail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Asset Auction 2

Asset Auction 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 10:50 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:58 AM
Form Started By: Jayme Jasso		Started On: 03/01/2018 08:56 AM
Final Approval Date: 03/01/2018		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	551- Constable Pct 1
County VIN/Serial Number	2B3KA43V29H597845
Equipment/Door Number	1A0903
License Plate	HFK7076
Year	2009
Make	DODGE
Model	CHARGER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Vinnie Cherrone 1/25/2018 10:55 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Unit is on replacement schedule for current fiscal year
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 2/26/2018 1:31 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 2/26/2018 2:14 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 2/26/2018 2:44 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 2/27/2018 2:10 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	551- Constable Pct 1
County VIN/Serial Number	1GNMCAE07AR139487
Equipment/Door Number	1B1001
License Plate	BL3L974
Year	2010
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Vinnie Cherrone 1/25/2018 10:57 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	111,229
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 2/26/2018 1:41 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 2/26/2018 2:15 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 2/26/2018 2:41 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 2/27/2018 2:06 PM

Human Resources

Created by Williamson County Technology Services

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
[redacted]	[redacted]	CN-0YGP39-72872-4BR-E0MB		Working
1	Dell Optiplex 790 ✓ 59120	152LMS1		Working
[redacted]	[redacted]	CN-0G313H-74261-87J1P8L-A00		Working
1	Dell Optiplex 7020 ✓	50R4B42		Working
[redacted]	[redacted]	CN-0X876H-72872-97E-31WU		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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FEB 23 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

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

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

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Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 7010	9LNQJ02		Working
1	Monitor	CN-0YGP39-72872-4BR-E03B		Working
1	Dell Optiplex 790	6KC3WV1		Working
1	Monitor	CN-0YGP39-72872-44A-GOVL		Working
1	Dell Optiplex 780	HE7SNM1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

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Signature Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
[redacted]	[redacted]	TW-0HMN4M-74264-556-3KJS		Working
1	Dell Optiplex 7010 ✓	5W93X12		Working
[redacted]	[redacted]	CN-0G313H-74261-87J-2CFL-A00		Working
1	Dell Optiplex 7020 ✓ 140339	6NZDW52		Working
[redacted]	[redacted]	CN-0RVC210-74261-276-FT5N		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

Print Name

Signature

Date

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Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 7040 ✓	166597	GQ9TP52		Working
1	Dell Optiplex 790 ✓		H476MS1		Working
1	Monitor		CN-0RVC21-74261-276-4T7N		Working
1	Dell Optiplex 790 ✓		6KD3WV1		Working
1	Monitor		CN-0RVC21-74261-276-4PNM		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

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Asset List:

Quantity	Description (year, make, model, etc.)	Asset #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790 ✓		6KB3WV1		Working
1	Dell Optiplex 790 ✓		6KFVVV1		Working
1	Dell Optiplex 7040 ✓	166592	GQ90Q52		Working
1	Monitor		CN-0CC2A0-71618-673-BCZM		Working
1	Dell Optiplex 790 ✓		6KBZWV1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790 ✓	—	6JK1WV1		Working
1	Dell Optiplex 790 ✓	—	6JK3WV1		Working
1	Dell Optiplex 7020 ✓	140336	6NZ9W52		Working
1	Dell Optiplex 790 ✓	—	6KC1WV1		Working
1	Dell Optiplex 790 ✓	—	6KCVVV1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790 ✓	6KF3WV1		Working
1	Dell Optiplex 790 ✓	6K93WV1		Working
1	Dell Optiplex 790 ✓	6KD1WV1		Working
1	Dell Optiplex 7010 ✓ 65828	GQSWDX1		Working
1	Dell Optiplex 7010 ✓	1M3MCX1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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Print Name

Signature Date

Contact Person:

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	[redacted]	CN-0G313H-74261-87J-2CYL-A00		Working
1	[redacted]	CN-0CC280-71618-673-BCZC		Working
1	[redacted]	CN-0YGP39-72872-449-A2TL		Working
1	[redacted]	CN-4PJJR82		Working
1	Dell Optiplex 7010	C29XG02		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790 ✓	H46DMS1		Working
1	Dell Optiplex 7010 ✓	5W91X12		Working
1	Dell Optiplex 7010 ✓	1M3KCX1		Working
1	Dell Optiplex 780 ✓ 36720	B59N2Q1 AS B59NZQ1		Working
1	Dell Optiplex 740 ✓	2SW9SK1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
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This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 780	56718	B59LZQ1		Working
1	Dell Optiplex 780	54921	HCXJNM1		Working
1	Dell Optiplex 780	54922	HCWSNM1		Working
1	Dell Optiplex 780	56714	B58TZQ1		Working
1	Dell Optiplex 745		6L5N6D1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

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WILLIAMSON COUNTY, TEXAS

Print Name

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Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 745 ✓	———	NL5N6D1		Working
1	Dell Optiplex 780 ✓	54927	HC7JNM1		Working
1	Dell Optiplex 780 ✓	54924	HC6RNM1		Working
1	Dell Optiplex 7040 ✓	166589	GQ86M82		Working
1	Dell Optiplex 780 ✓	———	HC65NM1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
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Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

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Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 780 ✓	56721	B59RZQ1		Working
1	Dell Optiplex 780 ✓	54929	HC7LNM1		Working
1	Dell Optiplex 780 ✓	54930	HC7MNM1		Working
1	Dell Optiplex 780 ✓	54926	HC6TNM1		Working
1	Dell Optiplex GX620 ✓	———	9VR6VB1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

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Asset List:

Quantity	Description (year, make, model, etc.) A*	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex GX620	3WR6VB1		Working
1	Dell Optiplex GX620	1WR6VB1		Working
1	Dell Optiplex GX620	6XR6VB1		Working
1	Dell Optiplex GX620	4XR6VB1		Working
1	Dell Optiplex GX620	8WR6VB1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
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TO (Transferee Department/Auction/Trade-In/Donee): AUCTION

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Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex GX620		CVR6VB1		Working
1	Dell Optiplex GX620		JWR6VB1		Working
1	Dell Optiplex GX620		7XR6VB1		Working
1	Dell Optiplex GX620		GXR6VB1		Working
1	Dell Optiplex GX620		3XR6VB1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

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Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex GX620	9WR6VB1		Working
1	Dell Optiplex GX620	FVR6VB1		Working
1	Dell Optiplex GX620	HWR6VB1		Working
1	Dell Optiplex GX620	6WR6VB1		Working
1	Dell Optiplex GX620	4WR6VB1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature Date

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Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex GX620	9XR6VB1		Working
1	Dell Optiplex GX620	CWR6VB1		Working
1	Dell Optiplex GX620	7VR6VB1		Working
1	Dell Optiplex 755 4/6710	4SWT7G1		Working
1	Dell Optiplex 745	BC7N6D1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
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Asset List:

Quantity	Description (year, make, model, etc.) A+	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 745	1F7N6D1		Working
1	Dell Optiplex 745	9B7N6D1		Working
1	Dell Optiplex 745	BL5N6D1		Working
1	Dell Optiplex 745	9D7N6D1		Working
1	Dell Optiplex 745	CD7N6D1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

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Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 745	3C7N6D1		Working
1	Dell Optiplex 745	HB7N6D1		Working
1	Dell Optiplex 745	CB7N6D1		Working
1	Dell Optiplex 745	FD7N6D1		Working
1	Dell Optiplex 745	GL5N6D1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

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Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex GX620 ✓	43039	C8Y1VB1		Working
1	Dell Optiplex 790 ✓	———	2CJ5MS1		Working
1	Dell Optiplex 780 ✓	54923	HC6MNM1		Working
1	Dell Optiplex 780 ✓	54928	HC7KNM1		Working
1	Dell Optiplex 780 ✓	54931	HC7RNM1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

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

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Asset List:

Quantity	Description (year, make, model, etc.) A-#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	[redacted]	CN-0CC280-71618-673-BCG6		Working
1	Dell Optiplex 360	B81K5J1		Working
1	Dell Optiplex GX270	6MSNX41		Working
1	Dell Optiplex GX270	163T131		Working
1	Dell Optiplex 790 5911	6NC6MS1		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

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Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	IBM Thinkpad	LV-D8334		Working
1	Dell Laptop	5HN4XZ1		Working
1	IBM Thinkpad	LV-D8339		Working
1	CompuAdd 825TX	8E15-2H96879		Working
1	Dell Laptop	D12K831		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

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Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	IBM Thinkpad ✓		LV-C7823		Working
1	Notebook ✓		MO-A6C252		Working
1	IBM Laptop ✓		78-TYF82		Working
1	IBM Thinkpad ✓		LV-D8338		Working
1	IBM Thinkpad ✓	43431	LV-C2350		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
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Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
FEB 23 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790 59122	153GMS1 AS 152GMS1		Working
1	Monitor	CN-OJ6HFT-74445-385-122L		Working
1	Dell Optiplex 790	6KF1WB1		Working
1	Monitor	CN-0RVC21-74261-276-4R3M		Working
1	Dell Optiplex 7020	50R2B42		Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

RECEIVED
FEB 23 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	IBM Thinkpad	LV-67824		Working
1	IBM Thinkpad 43428	LV-C2353		Working
1	Dell Laptop	807M7L1		Working
1				Working
1				Working

Parties involved:

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

RECEIVED
FEB 23 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **9.**

Meeting Date: 03/06/2018

Cedar Park Tax Office - Change Order 9

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 9 in the amount of $4,663.00 for approval of relocating the water heater as necessary, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CPTO Change Order 9

CPTO CO9 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 09:24 AM
Form Started By: Gina Wrehsnig		Started On: 03/01/2018 09:22 AM
Final Approval Date: 03/01/2018		

Falkenberg
CONSTRUCTION CO., INC.
4850 SAMUELL BLVD. • MESQUITE, TEXAS 75149
214-324-4779 • Fax 214-324-4667

Change Order Request

Job Name: Williamson Co. CP Tax Office
Address: 350 Discovery Dr, Ste. 101
Cedar Park, TX

Estimate No.: COR9R2
Estimator: jc
Checked By: jc

Date: 1/15/2018

Discription: Water Heater Move

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor MH $	Labor Ext $	Material Unit $	Material Ext $	Equipment Unit $	Equipment Ext $	Subcontract Unit $	Subcontract Ext $	Total Cost
1	GENERAL CONDITIONS					$ 256.00		$ -		$ -		$ -	$ 256.00
	Payroll												$ -
	Project Manager		4	HR	$ 64.00	$ 256.00		$ -		$ -		$ -	$ 256.00
	Superintendent	After Hours	0	HR	$ 67.20	$ -		$ -		$ -		$ -	$ -
						$ -		$ -		$ -		$ -	
2	SITEWORK					$ -		$ -		$ -		$ -	$ -
3	CONCRETE					$ -		$ -		$ -		$ -	$ -
4	MANSONRY					$ -		$ -		$ -		$ -	$ -
5	STEEL					$ -		$ -		$ -		$ -	$ -
6	WOODS & PLASTICS					$ -		$ -		$ -		$ -	$ -
												$ -	$ -
7	THERMAL & MOISTURE PROTECTION					$ -		$ -		$ -		$ -	$ -
8	DOORS & WINDOWS					$ -		$ -		$ -		$ -	$ -
9	FINISHES					$ -		$ -		$ -		$ -	$ -
10	SPECIALTIES					$ -		$ -		$ -		$ -	$ -
11	EQUIPMENT					$ -		$ -		$ -		$ -	$ -
12	FURNISHINGS					$ -		$ -		$ -		$ -	$ -
13	SPECIAL CONSTRUCTION					$ -		$ -		$ -		$ -	$ -
14	CONVEYING SYSTEMS					$ -		$ -		$ -		$ -	$ -
15	MECHANICAL					$ -		$ -		$ -		$ 2,950.00	$ 2,950.00
						$ -		$ -		$ -		$ -	$ -
	Move WH	After Hrs	1	LS		$ -		$ -		$ -	$ 2,950.00	$ 2,950.00	$ 2,950.00
16	ELECTRICAL					$ -		$ -		$ -		$ 750.00	$ 750.00
												$ -	$ -
	New Electrical Tie-In for WH		1	LS		$ -		$ -		$ -	$ 750.00	$ 750.00	$ 750.00

Comments: Per Request
Reduced cost of piping and work hours per request

NOTE:

Subtotal		$ 3,956.00
With O&P		$ 4,549.40
Bond		$ 113.74
Other		$ -
Grand Total		$ 4,663.14
Change Order Amt:		$ 4,663.00

Four Thousand Six Hundred Sixty Three and 00/100 ..... Dollars

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

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order: ACCEPTED DENIED
By: John Castro Project Manager	By: Date: 2-27-18

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452 **Change Order #:** 9

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				$ 690,225.00	$ 170,000.00	$ 860,225.00
1	8/8/2017	Owner		$ 2,385.00	$ (2,385.00)	$ 860,225.00
2	10/24/2017	A&E		$ 5,757.00	$ (5,757.00)	$ 860,225.00
3	10/24/2017	Owner		$ 9,142.00	$ (9,142.00)	$ 860,225.00
4	10/24/2017	Contractor		$ (7,596.00)	$ 7,596.00	$ 860,225.00
5	1/9/2018	Contractor		$ 12,022.00	$ (12,022.00)	$ 860,225.00
6	10/24/2017	Contractor		$ 6,372.00	$ (6,372.00)	$ 860,225.00
7	10/24/2017	Contractor		$ 6,785.00	$ (6,785.00)	$ 860,225.00
8	11/14/2017	Owner		$ 10,704.00	$ (10,704.00)	$ 860,225.00
9		Owner		$ 4,663.00	$ (4,663.00)	$ 860,225.00
10	10/24/2017	Owner		$ 1,186.00	$ (1,186.00)	$ 860,225.00
11	11/14/2017	Owner		$ 10,632.00	$ (10,632.00)	$ 860,225.00
12	11/14/2017	Contractor		$ 11,896.00	$ (11,896.00)	$ 860,225.00
13	11/14/2017	A&E		$ 3,725.00	$ (3,725.00)	$ 860,225.00
14	11/14/2017	Contractor		$ 3,280.00	$ (3,280.00)	$ 860,225.00
15	11/14/2017	Owner		$ 1,598.00	$ (1,598.00)	$ 860,225.00
16						$ 860,225.00
17						$ 860,225.00
18						$ 860,225.00
19						$ 860,225.00
20						$ 860,225.00
21						$ 860,225.00
22						$ 860,225.00
23						$ 860,225.00
24						$ 860,225.00
25						$ 860,225.00
26						$ 860,225.00
27						$ 860,225.00
28						$ 860,225.00
29						$ 860,225.00
30						$ 860,225.00
						$ 860,225.00
			0	**$ 772,776.00**	**$ 87,449.00**	**$ 860,225.00**

Commissioners Court - Regular Session **10.**

Meeting Date: 03/06/2018

Cedar Park Tax Office - Change Order 16

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 16 in the amount of $23,930.00 for approval of additional electrical, data, exterior and interior finish work, and window coverings, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CPTO Change Order 16

CPTO CO16 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 09:26 AM
Form Started By: Gina Wrehsnig		Started On: 03/01/2018 09:23 AM
Final Approval Date: 03/01/2018		

Falkenberg
CONSTRUCTION CO., INC.
4850 SAMUELL BLVD. • MESQUITE, TEXAS 75149
214-324-4779 • Fax 214-324-4687

Change Order Request

Job Name: Williamson Co. CP Tax Office
Address: 350 Discovery Dr, Ste. 101
Cedar Park, TX

Estimate No.: COR 16R2
Estimator: jc
Checked By: jc

Date: 2/23/2018

Discription: Misc. Items

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor MH	Labor $	Labor Ext $	Material Unit $	Material Ext $	Equipment Unit $	Equipment Ext $	Subcontract Unit $	Subcontract Ext $	Total Cost
1	GENERAL CONDITIONS						$ 1,587.20		$ -		$ -		$ -	$ 1,587.20
	Payroll													
	Project Manager		8	HR		$ 64.00	$ 512.00		$ -		$ -		$ -	$ 512.00
	Superintendent	(2 day for gutter & 1 day for lettering)	24	HR		$ 44.80	$ 1,075.20		$ -		$ -		$ -	$ 1,075.20
2	SITEWORK						$ -		$ -		$ -		$ 475.00	$ 475.00
							$ -		$ -		$ -		$ -	$ -
	Additional Lettering		1	LS			$ -		$ -		$ -	$ 475.00	$ 475.00	$ 475.00
7	THERMAL & MOISTURE PROTECTION						$ -		$ -		$ -		$ 850.00	$ 850.00
	Gutter & Downspout		1	LS			$ -		$ -		$ -	$ 850.00	$ 850.00	$ 850.00
9	FINISHES						$ -		$ -		$ -		$ 4,590.00	$ 4,590.00
	Soffit Repair													
	Soffit Repair		1	LS			$ -		$ -		$ -	$ 990.00	$ 990.00	$ 990.00
	Tape, Float, Paint Damaged Areas		1	LS			$ -		$ -		$ -	$ 650.00	$ 650.00	$ 650.00
	Remove & Reset Millwork		1	LS			$ -		$ -		$ -	$ 100.00	$ 100.00	$ 100.00
	Remove Temp Room		1	LS			$ -		$ -		$ -	$ 2,500.00	$ 2,500.00	$ 2,500.00
	Remove Electrical		1	LS			$ -		$ -		$ -	$ 350.00	$ 350.00	$ 350.00
12	FURNISHINGS						$ -		$ -		$ -		$ 5,015.00	$ 5,015.00
	Blinds						$ -		$ -		$ -		$ -	$ -
	13 Custom Roller Sades		1	LS			$ -		$ -		$ -	$ 5,015.00	$ 5,015.00	$ 5,015.00
16	ELECTRICAL						$ -		$ -		$ -		$ 7,783.90	$ 7,783.90
	Corridor Lighting													
	(4) Can Lights in turdown	Not in E Sheets. Per ASI 7	0.5	LS			$ -		$ -		$ -	$ 1,223.40	$ 611.70	$ 611.70
	(6) Can lights in hallway	Per ASI 7												
	Lights		1	LS			$ -		$ -		$ -	$ 1,705.80	$ 1,705.80	$ 1,705.80
	Labor to install w/ceiling in place		1	LS			$ -		$ -		$ -	$ 1,000.00	$ 1,000.00	$ 1,000.00
	(1) new ceiling sensor and (1) wall control switch	(Ceiling sensor for behind corridor wall and wall switch to control 6 lights)	0.5	LS			$ -		$ -		$ -	$ 800.00	$ 400.00	$ 400.00
	Extra cost for Acuity control startup		0	LS								$ 180.00	$ -	$ -
	Material to install new lights: 3/4" EMT, 12-2 bx, 12-2 conn, 4-1900 bx w/plates, 12-2 f straps, #12 wire, 6-10 CAT 5 wires, 1-25 ft CAT 5 wire)		0.5 0.5	LS								$ 500.00	$ 250.00	$ 250.00
	Extra M3 Light	Per final count on ASI 7												
	Labor		0.5	LS			$ -		$ -		$ -	$ 100.00	$ 50.00	$ 50.00
	Material - Light		0.5	LS			$ -		$ -		$ -	$ 305.00	$ 152.50	$ 152.50
	Misc. Materials		0.5	LS			$ -		$ -		$ -	$ 85.00	$ 42.50	$ 42.50
	Install (6) M3 Lights (3 in "Work 10" corridor and 3 in "Corridor 3")													
	Labor		0.5	LS			$ -		$ -		$ -	$ 600.00	$ 300.00	$ 300.00
	Material (12-2 bx, 3/4" EMT, 12-2 Connector, #12 wire)		0.5	LS								$ 470.00	$ 235.00	$ 235.00
	Install (5) M3 Lights to lobby area (Labor only)													
	Labor (Ceiling grid was installed once we received ASI for lights)	Per ASI 7	0.5	LS			$ -		$ -		$ -	$ 880.00	$ 440.00	$ 440.00
	Material (12-2 bx, 3/4" EMT, 12-2 Connector, #12 wire)		0.5	LS								$ 650.00	$ 325.00	$ 325.00

Remove and replace M2 with M3 Lights (4) ea LABOR ONLY	1	LS	$ -	$ -	$ -	$ 300.00	$ 300.00	$ 300.00
F&I (1) new 2x2 lay in fixture in mailroom	1	LS	$ -	$ -	$ -	$ 320.00	$ 320.00	$ 320.00
Water Damgae Reapir - Diagnose, remove, & replace (1) can light Includes CAT 5 cabling	1	LS	$ -	$ -	$ -	$ 626.40	$ 626.40	$ 626.40
Vault Data & Electrical								
Data Drops	1	LS	$ -	$ -	$ -	$ 375.00	$ 375.00	$ 375.00
Outlets	1	LS	$ -	$ -	$ -	$ 650.00	$ 650.00	$ 650.00

Comments:	**Subtotal**	$ 20,301.10
	With O&P	$ 23,346.27
	Bond	$ 583.66
NOTE:	**Other**	$ -
	Grand Total	$ 23,929.92
	Change Order Amt:	[illegible]

Twenty Three Thousand Nine Hundred Thirty and 00/100 .....Dollars

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

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order: ACCEPTED DENIED
By: John Castro Project Manager	By: Date: 2-27-18

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452 **Change Order #:** 16

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				$ 690,225.00	$ 170,000.00	$ 860,225.00
1	8/8/2017	Owner		$ 2,385.00	$ (2,385.00)	$ 860,225.00
2	10/24/2017	A&E		$ 5,757.00	$ (5,757.00)	$ 860,225.00
3	10/24/2017	Owner		$ 9,142.00	$ (9,142.00)	$ 860,225.00
4	10/24/2017	Contractor		$ (7,596.00)	$ 7,596.00	$ 860,225.00
5	1/9/2018	Contractor		$ 12,022.00	$ (12,022.00)	$ 860,225.00
6	10/24/2017	Contractor		$ 6,372.00	$ (6,372.00)	$ 860,225.00
7	10/24/2017	Contractor		$ 6,785.00	$ (6,785.00)	$ 860,225.00
8	11/14/2017	Owner		$ 10,704.00	$ (10,704.00)	$ 860,225.00
9		Owner		$ 4,663.00	$ (4,663.00)	$ 860,225.00
10	10/24/2017	Owner		$ 1,186.00	$ (1,186.00)	$ 860,225.00
11	11/14/2017	Owner		$ 10,632.00	$ (10,632.00)	$ 860,225.00
12	11/14/2017	Contractor		$ 11,896.00	$ (11,896.00)	$ 860,225.00
13	11/14/2017	A&E		$ 3,725.00	$ (3,725.00)	$ 860,225.00
14	11/14/2017	Contractor		$ 3,280.00	$ (3,280.00)	$ 860,225.00
15	11/14/2017	Owner		$ 1,598.00	$ (1,598.00)	$ 860,225.00
16		Owner		$ 23,930.00	$ (23,930.00)	$ 860,225.00
17						$ 860,225.00
18						$ 860,225.00
19						$ 860,225.00
20						$ 860,225.00
21						$ 860,225.00
22						$ 860,225.00
23						$ 860,225.00
24						$ 860,225.00
25						$ 860,225.00
26						$ 860,225.00
27						$ 860,225.00
28						$ 860,225.00
29						$ 860,225.00
30						$ 860,225.00
						$ 860,225.00
			0	**$ 796,706.00**	**$ 63,519.00**	**$ 860,225.00**

Commissioners Court - Regular Session **11.**

Meeting Date: 03/06/2018

Steger Bizzell Engineering WA 3 for On Call Professional Engineering Services

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $50,000 to expire on March 30, 2018 under Williamson County Contract for Engineering Services between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Steger Bizzell - WA #3 - On Call – Signed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/28/2018 02:33 PM
Form Started By: Sarah Ramos		Started On: 02/27/2018 10:07 AM
Final Approval Date: 02/28/2018		

WORK AUTHORIZATION NO. 3

PROJECT: On Call Professional Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

Steger Bizzell Engineering, Inc.

By: _____
Signature

~~Perry Steger~~ Patrick Stanley
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to hydrologic and hydraulic ("H&H") design and analysis. Locations are unknown and may be anywhere within unincorporated areas of Williamson County. Work may include, but is not limited to:

1. Visit with landowners to clearly determine the condition that is of concern.
2. Prepare an existing-conditions H&H model.
    a. Watershed delineation, stormwater routing, land use and soil type determination, time of concentration calculation, selection of an appropriate hydrologic calculation method, preparation of peak stormwater runoff rates, and selection of an appropriate design frequency.
3. Evaluate modeled impacts with respect to the reason for the study (i.e. condition that triggered the citizen complaint).
4. Review the existing-conditions model results with County staff.
5. Develop a preliminary solution to mitigate the identified adverse impact.
6. Prepare a proposed-conditions H&H model.
7. Review the proposed-conditions model results with County staff.
8. Prepare a report that documents the need for the study, the existing model assumptions and inputs, the results of the existing model, the proposed solution and design criteria, and the proposed model results.
9. Design a solution that can be let for construction.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

TASK 1:	PROJECT MANAGEMENT
TASK 2:	TOPOGRAPHIC AND R.O.W. SURVEYS
TASK 3:	PRELIMINARY ENGINEERING
TASK 4:	GEOTECHNICAL INVESTIGATION
TASK 5:	ENVIRONMENTAL STUDIES
TASK 6:	UTILITY COORDINATION
TASK 7:	FLOODPLAIN MODELING
TASK 8:	FINAL ENGINEERING
TASK 9:	BIDDING PHASE SERVICES
TASK 10:	CONSTRUCTION PHASE SERVICES
TASK 11:	HYDROLOGIC AND HYDRAULIC ("H&H") SERVICES

Attachment C - Work Schedule

Steger Bizzell Engineering, Inc. shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Steger Bizzell Engineering, Inc. on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

STEGER BIZZELL
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
GADD 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

MICHAEL BAKER INTERNATIONAL HOURLY RATES

Clerical	$	74.00
CADD Technician	$	100.00
Engineer In Training	$	120.00
Design Engineer (5-9 years)	$	140.00
Project Engineer (10-14 years)	$	175.00
Senior Engineer (15 years+)	$	200.00
Deputy Project Manager	$	220.00
Environmental Associate	$	75.00
Environmental Specialist	$	125.00
Senior Environmental Specialist	$	166.00

CORSAIR HOURLY RATES

Senior Project Manager	$	180.00
Senior Engineer	$	166.00
Quality Manager	$	166.00
Project Engineer	$	104.00
Field Engineer	$	100.00
Engineer in Training	$	90.00
Senior Engineering Technician	$	100.00

Commissioners Court - Regular Session **12.**

Meeting Date: 03/06/2018

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

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 preliminary plat for the LSRWA Lester subdivision - Pct 4.

Background

This proposed subdivision consists of a single lot and no new public roads. The single lot is for the proposed Lone Star Regional Water Authority Pump Station No. 2.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - LSRWA Pump Station 2

Form Review

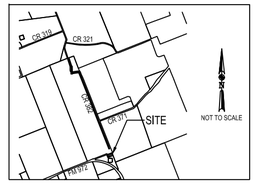
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:58 AM
Form Started By: Adam Boatright		Started On: 03/01/2018 10:48 AM
Final Approval Date: 03/01/2018		

PRELIMINARY PLAT
FOR
LSRWA LESTER SITE

SCALE: 1"=60'

0 30' 60' 90' 120'

LOCATION MAP



NOTES:
1) FIELD WORK PERFORMED IN: SEPTEMBER, 2017
2) BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
4) THERE WAS NO WATER WELL OR ON-SITE-SEWAGE-FACILITY FOUND TO EXIST ON THE SUBJECT PROPERTY AT THE TIME THIS SURVEY WAS CONDUCTED. PLEASE REFER TO THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT FOR ALL ON-SITE-SEWAGE-FACILITY REGULATIONS.
5) VERTICAL DATUM BASED ON NAVD OF 1988.

LEGEND

P.O.B.	POINT OF BEGINNING
⊡	TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MARKER
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY." PLASTIC CAP
●	FOUND 1/2" IRON ROD
D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

FIELD NOTES FOR A 0.929 OF ONE ACRE TRACT OF LAND

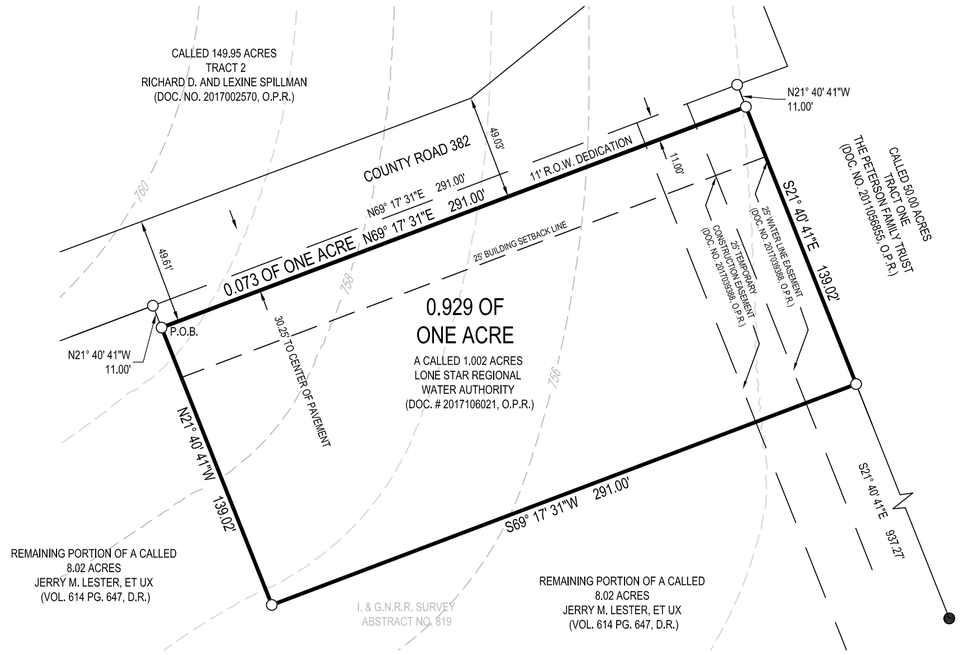
BEING A 0.929 ACRE TRACT OF LAND, LOCATED IN THE I. & G.N.R.R. SURVEY, ABSTRACT NO. 819, WILLIAMSON COUNTY, TEXAS AND BEING OVER AND ACROSS A CALLED 1.002 ACRE TRACT OF LAND AS CONVEYED TO LONE STAR REGIONAL WATER AUTHORITY OF RECORD IN DOCUMENT NO. 2017106021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.929 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEYING" IN THE WESTERLY LINE OF SAID 1.002 ACRE TRACT AND FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEYING" IN THE CURRENT SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 382 AND FOR THE NORTHWEST CORNER SAID 1.002 ACRE TRACT BEARS, N 21° 40' 41" W, A DISTANCE OF 11.00 FEET;

THENCE: N 69° 17' 31" E, 11' SOUTHEAST OF AND PARALLEL TO THE CURRNET SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 382 AND THE NORTH LINE OF SAID 1.002 ACRE TRACT, A DISTANCE OF 291.00 FEET TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEYING" IN THE WEST LINE OF A CALLED 50.00 ACRE TRACT OF LAND AS CONVEYED TO THE PETERSON FAMILY TRUST OF RECORD IN DOCUMENT NO. 2011056855 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE EAST LINE OF SAID 1.002 ACRE TRACT AND FOR THE NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEYING" IN THE CURRENT SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 382 AND FOR THE NORTHEAST CORNER OF SAID 1.002 ACRE TRACT BEARS, N 21° 40' 41" W, A DISTANCE OF 11.00 FEET;

THENCE: S 21° 40' 41" E, WITH THE COMMON LINE BETWEEN SAID 50.00 ACRE TRACT AND SAID 1.002 ACRE TRACT, A DISTANCE OF 139.02 FEET TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEYING" FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A FOUND ½" IRON ROD IN THE NORTH RIGHT-OF-WAY LINE OF F.M. 972 AND FOR THE SOUTH CORNER OF A CALLED 8.02 ACRE TRACT OF LAND AS CONVEYED TO JERRY M. LESTER, ET UX, OF RECORD IN VOLUME 614 PAGE 647 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS BEARS, S 21° 40' 41" E, A DISTANCE OF 937.27 FEET;

THENCE: INTO AND ACROSS SAID 8.02 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:
1. S 69° 17' 31" W, A DISTANCE OF 291.00 FEET TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEYING" FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, AND
2. N 21° 40' 41" W, A DISTANCE OF 139.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.929 OF ONE ACRE OF LAND, MORE OR LESS, SITUATED IN WILLIAMSON COUNTY, TEXAS.



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

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

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

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

DATE: DECEMBER 2017
MHES JOB NO. - 2900.01

PRELIMINARY PLAT
FOR
LSRWA LESTER SITE

BEING A 1.002 ACRE TRACT OF LAND, LOCATED IN THE I. & G.N.R.R. SURVEY, ABSTRACT NO. 819, WILLIAMSON COUNTY, TEXAS AND ALL OF THAT CERTAIN 1.002 ACRE TRACT OF LAND AS CONVEYED TO LONESTAR REGIONAL WATER AUTHORITY, OF RECORD UNDER DOCUMENT NO. 2017106021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES:

1. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0150E SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
2. ELECTRIC SERVICE PROVIDED BY ONCORE.
3. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
4. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
5. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
6. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG." PLASTIC CAP.
7. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
8. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
10. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
11. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
12. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
13. LOT 1 BLOCK 1 IS NOT FOR RESIDENTIAL USE.
14. LOT 1 BLOCK 1 SHALL NOT BE FURTHER SUBDIVIDED.
15. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

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

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

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

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

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

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

I, J. TOM RAY, REPRESENTATIVE OF LONE STAR REGIONAL WATER AUTHORITY, SOLE OWNER OF A 1.002 ACRE TRACT OF LAND LOCATED IN THE I. & G.N.R.R. SURVEY, ABSTRACT NO. 819 IN WILLIAMSON COUNTY, TEXAS, SAID 1.002 ACRE TRACT BEING THAT CERTAIN 1.002 ACRE TRACT RECORDED IN DOCUMENT NO. 2017106021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LSRWA LESTER SITE.

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

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

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

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

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____ , 20___ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DATED THIS _____ DAY OF _____ , 2017.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

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

TO CERTIFY WHICH, WITNESS MY HAND AND DEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY:_____ DEPUTY

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

SURVEYOR:
MATKIN HOOVER
C/O JEFF BOERNER, R.P.L.S.
8 SPENCER ROAD, SUITE 100
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TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: DECEMBER 2017
MHES JOB NO. - 2900.01

Commissioners Court - Regular Session **13.**

Meeting Date: 03/06/2018

Discuss consider and take appropriate action on approval of the final plat for the Harkins 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 Harkins subdivision - Pct 4.

Background

This subdivision consists of 9 lots and 803 feet of new public roads. It includes a replat Lots 3 and 4 of the Northwest Industrial Park subdivision. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Harkins Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Adam Boatright		Started On: 03/01/2018 11:28 AM
Final Approval Date: 03/01/2018		

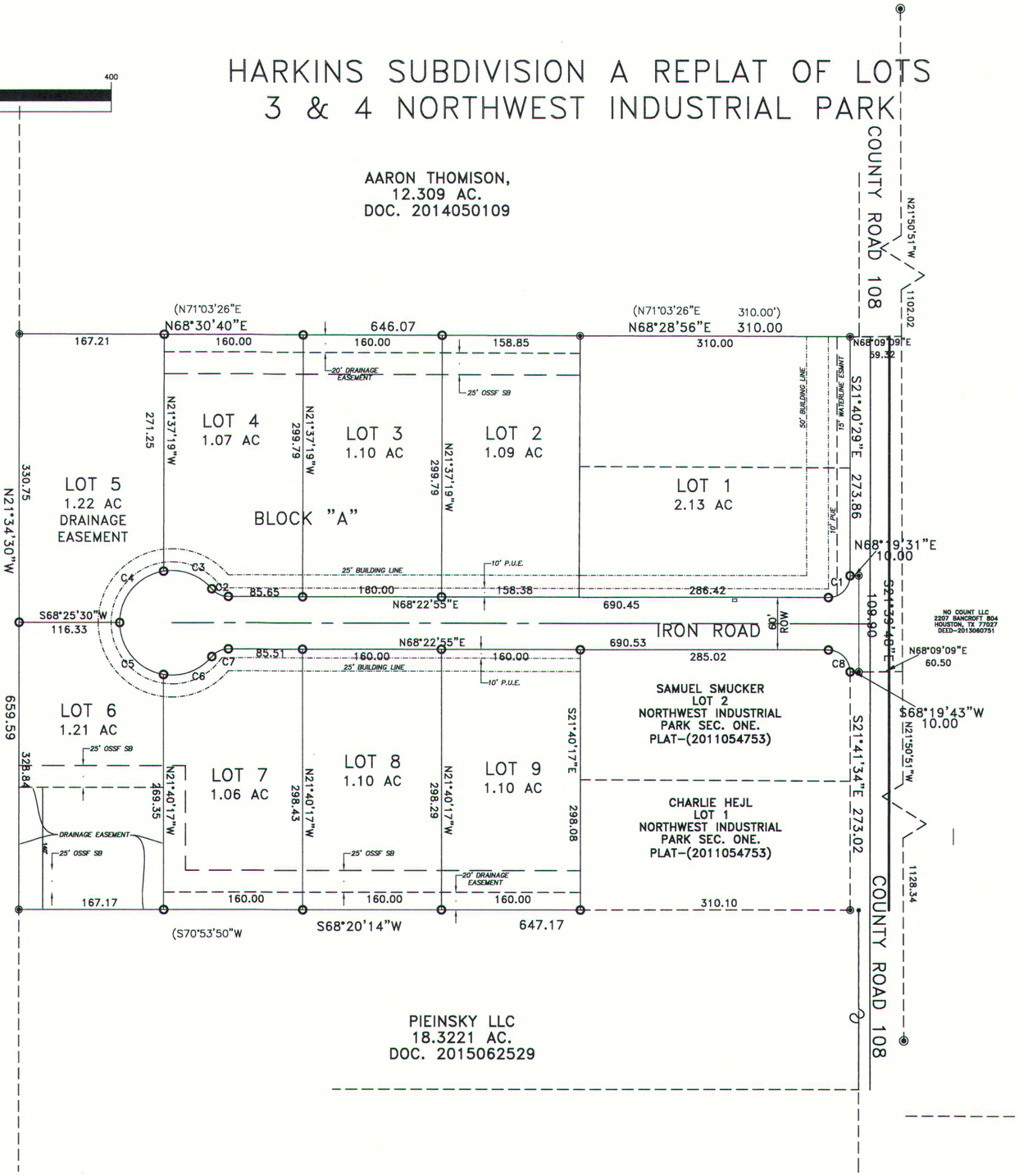
HARKINS SUBDIVISION A REPLAT OF LOTS 3 & 4 NORTHWEST INDUSTRIAL PARK

GRAPHIC SCALE

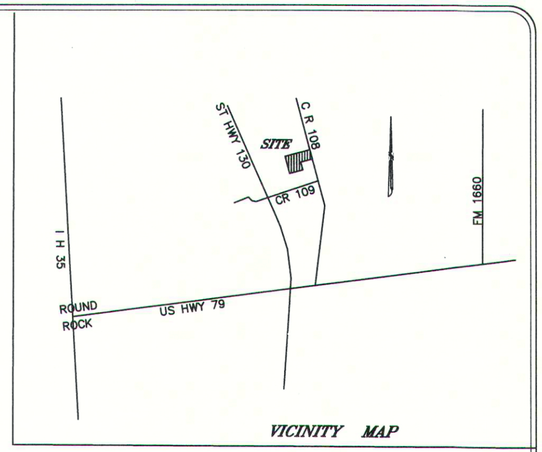
100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.





CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.29	25.00	N23°21'06"E	35.37
C2	21.68	25.00	S86°46'55"E	21.00
C3	61.54	60.00	N88°40'32"W	58.88
C4	84.68	60.00	S18°51'32"W	77.83
C5	84.60	60.00	S61°58'05"E	77.76
C6	61.72	60.00	N48°10'07"E	59.04
C7	21.68	25.00	S43°32'17"W	21.00
C8	39.24	25.00	N66°39'26"W	35.33



VICINITY MAP

FIELD NOTES

FIELD NOTES FOR 12.3610 ACRES OUT OF THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS BEING ALL OF 4 TRACTS:

TRACT 1: ALL OF LOTS 3 AND 4, NORTHWEST INDUSTRIAL PARK, AN ADDITION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP DOCUMENT NO. 2011054753 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

TRACT 2: 9.5179 ACRES BEING A PORTION OF A 12.2902 ACRE TRACT CONVEYED TO HEJL PROPERTIES ATX, LLC IN DOC. NO. 2016042449 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

TRACT 3: 0.7082 ACRES BEING A PORTION OF A 1.3061 ACRE TRACT CONVEYED TO WILLIAM CHARLES HEJL IN DOC. NO. 2009039959, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

TRACT 4: 0.0088 ACRES BEING THE SAME TRACT DESCRIBED IN DOC. NO. 2009039959, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

SAID 12.3610 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a ½" iron rod found in West R.O.W. line of County Road 108, whence the Southeast corner of a 12.309 acre tract conveyed to Aaron Thomison by deed recorded in Document No. 2014050109, Official Public Records, Williamson County, Texas bears N68°28'56"E a distance of 10.00 feet, same being the Northeast corner of said Lot 4, for the Northeast corner of this tract and the POINT OF BEGINNING:

THENCE with the westerly R.O.W. line of said County Road 108 the following four (4) courses and distances:

1) S21°40'29"E with the East line of said Lots 3 and 4 a distance of 273.86 feet to a ½" iron rod set, being the most easterly Southeast corner of said Lot 3;

2) N68°19'31"E with the easterly line of said 9.5179 acre tract a distance of 10.00 feet to a ½" iron rod set;

3) S21°39'48"E continuing with the easterly line of said 9.5179 acre tract, passing a ½" iron rod found being the Northeast corner of said 0.0088 acre tract, continuing with the East line of said 0.0088 acre tract, in all a distance of 109.90 feet to a ½" iron rod set, being the Southeast corner of said 0.0088 acre tract;

4) S68°19'43"W with the South line of said 0.0088 acre tract a distance of 10.00 feet to a ½" iron rod set being the most easterly Northeast corner of Lot 2 of said Northwest Industrial Park and the most southerly corner of said 0.0088 acre tract;

THENCE with the common line of said 0.0088 acre tract and said Lot 2 along a curve to the left whose elements are R=25.00 feet, L=39.23 feet whose chord bears N66°43'19"W a distance of 35.32 feet to a ½" iron rod set in the South line of said 9.5179 acre tract, being the most northerly Northeast corner of said Lot 2 and the most westerly corner of said 0.0088 acre tract;

THENCE S68°20'46"W with the common line of said 9.5179 acre tract and said Lot 2 a distance of 285.00 feet to a ½" iron rod found in an interior line of said 9.5179 acre tract, being the Northwest corner of said Lot 2 and the Northeast corner of said 0.7082 acre tract;

THENCE S21°40'17"E with the common line of said Lot 2 and said 0.7082 acre tract, passing the West common corner of said Lot 2 and Lot 1 of said Northwest Industrial Park, continuing with the common line of said 0.7082 acre tract and said Lot 1, passing the South line of said 0.7082 acre (1.3061 acre) tract, continuing with the common line of said 9.5179 acre tract and said Lot 1, in all a distance of 298.08 feet to a ½" iron rod found in the North line of an 18.3221 acre tract conveyed to Pieinsky LLC by deed recorded in Document No. 2015062529, Official Public Records, Williamson County, Texas, being the Southwest corner of said Lot 1, for the Southeast corner of said 9.5179 acre tract and the Southeast corner of this tract;

THENCE S68°20'14"W with the common line of said 18.3221 acre tract and said 9.5179 acre tract a distance of 647.17 feet to a ½" iron rod found in the East line of a 25.00 acre tract conveyed to Charles W & Patricia A Gantt by deed recorded in Document No. 2003032039, Official Public Records, Travis County, Texas, being the Northwest corner of said 18.3221 acre tract, for the Southwest corner of said 9.5179 acre tract and the Southwest corner of this tract;

THENCE N21°34'30"W with the common line of said 25.00 acre tract and said 9.5179 acre tract a distance of 659.59 feet to a ½" iron rod set, being the Southwest corner of said 12.309 acre tract and the Northwest corner of said 9.5179 acre tract, for the Northwest corner of this tract;

THENCE N68°30'40"E with the common line of said 12.309 acre tract and said 9.5179 acre tract a distance of 646.07 feet to a ½" iron rod set, being the most northerly corner of said 9.5179 acre tract and the Northwest corner of said Lot 4, for a northerly corner of this tract;

THENCE N68°28'56"E with the common line of said Lot 4 and said 12.309 acre tract a distance of 310.00 feet to the POINT OF BEGINNING and containing 12.3610 acres of land, more or less.

TOTAL LENGTH OF NEW STREET = 803 LF
DESIGN SPEED = 35 MPH

OWNER: MJ 973 PROPERTIES
PO BOX 858
PFLUGERVILLE, TX 78691

SURVEYOR: CRICHTON AND ASSOCIATES, INC
6448 US HIGHWAY 290 EAST SUITE B-105
AUSTIN, TX 78723
(512) 244-3395

ENGINEER: CARTEX ENGINEERING SERVICES, INC.
700 THERESA COVE
CEDAR PARK, TX 78613
512-658-8095

LEGEND	
1/2" IRON PIN FOUND	UG UTILITY WARNING SIGN
1/2" IRON PIN SET	UTILITY PEDESTAL
NAIL FOUND	GAS METER
LIGHT POLE	WATER MANHOLE
POWER POLE	WATER WELL
HIGH VOLTAGE POWER POLE	WATER METER
GUY WIRE	WATER VALVE
E OVERHEAD ELECT. LINE	FIRE HYDRANT
ELECTRIC METER	PVC RISER
ELECTRIC MANHOLE	STREET SIGN
TELEPHONE MANHOLE	FLAG POLE
CONC. PAD WITH ELEC.	SANITARY SEWER MANHOLE
ELECTRIC BOX	SEWER CLEANOUT
METAL FENCE	SEPTIC LID
WOOD FENCE	STORM SEWER MANHOLE
CHAIN LINK FENCE	UTILITY VAULT
WIRE FENCE	DRAIN GRATE
W UG WATER LINE	( ) RECORD INFORMATION
WW UG WASTEWATER LINE	C.C. COVERED CONCRETE

FEBRUARY 6, 2017

HARKINS SUBDIVISION A REPLAT OF LOTS 3 & 4 NORTHWEST INDUSTRIAL PARK

STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT MJ 973 PROPERTIES, LLC ACTING HEREIN THROUGH ITS MANAGER, MIKE HARKINS, BEING OWNER OF THAT CERTAIN 12.3610 ACRE TRACT OUT OF THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT DESCRIBED IN DOCUMENT NO. 2016063934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 12.3610 ACRE TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "HARKINS SUBDIVISION A REPLAT OF LOTS 3 & 4 NORTHWEST INDUSTRIAL PARK" SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC USE OF STREETS AND EASEMENTS SHOWN HEREON FREE OF LIENS.

WITNESS MY HAND THIS THE 29 DAY OF June, 2017, A.D.

MIKE HARKINS
P.O. BOX 858
PFLUGERVILLE, TEXAS 78691

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED Mike Harkins, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29th DAY OF June, A.D., 2017.

TONI RUSNAK
My Notary ID # 130543795
Expires February 17, 2020

Toni Rusnak
NOTARY PUBLIC SIGNATURE

Toni Rusnak
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 2.17.20

SURVEYED BY:
CRICHTON AND ASSOCIATES
6448 HIGHWAY 290 EAST B-105
AUSTIN, TEXAS 78723

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "X", AREAS OUTSIDE OF THE 500 YEAR FLOODPLAIN AS SHOWN ON PANEL 48491C10505E, PREPARED FOR THE WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 26, 2008. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

STATE OF TEXAS
REGISTERED
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

HERMAN CRICHTON R.P.L.S. 4046

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10th DAY OF July, 2017 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

DEVELOPMENT NOTES

1) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

2) THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

3) THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF NORTHWEST INDUSTRIAL PARK AS RECORDED IN DOCUMENT 2011054753 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

4) THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1 ON NEW DEVELOPOMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

5) RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

6) IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

8) THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

9) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

10) WATER SERVICE WILL BE SUPPLIED BY JONAH WATER SPECIAL UTILITY DISTRICT.

11) SEWER SERVICE FOR THIS SUBDIVISIION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

HEALTH DISTRICT APPROVAL:

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

Deborah L Marlow R.S. 7/10/2017
DEBORAH L. MARLOW, RS, OS0029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

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

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

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

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY,

DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH

ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

OFFICE ON THE _____ DAY OF _____, 20_____ A.D., AT

_____O'CLOCK, _____.M., AND DULY RECORDED THIS THE DAY OF

_____, _____, 20_____ A.D., AT _____ O'CLOCK,

_____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN. NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

FEBRUARY 6, 2017

Commissioners Court - Regular Session **14.**

Meeting Date: 03/06/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Santa Rita WCESD 4 Fire Station No 2 subdivision - Pct 2

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 preliminary plat for the Santa Rita WCESD #4 Fire Station No. 2 subdivision - Pct 2.

Background

This proposed subdivision consists of a single lot and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Santa Rita WCESD 4 Fire Station No. 2

Form Review

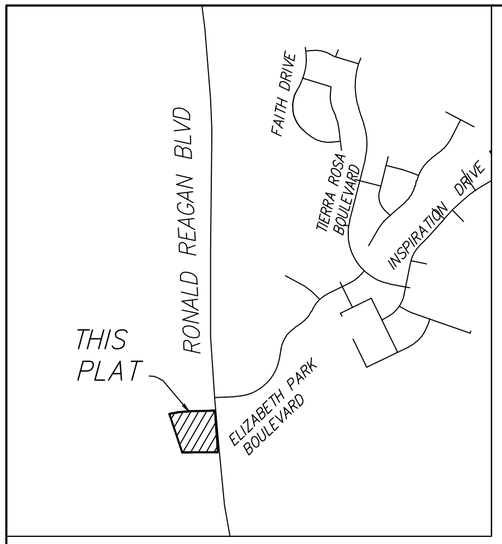
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 12:25 PM
Form Started By: Adam Boatright		Started On: 03/01/2018 11:40 AM
Final Approval Date: 03/01/2018		

PLAT OF

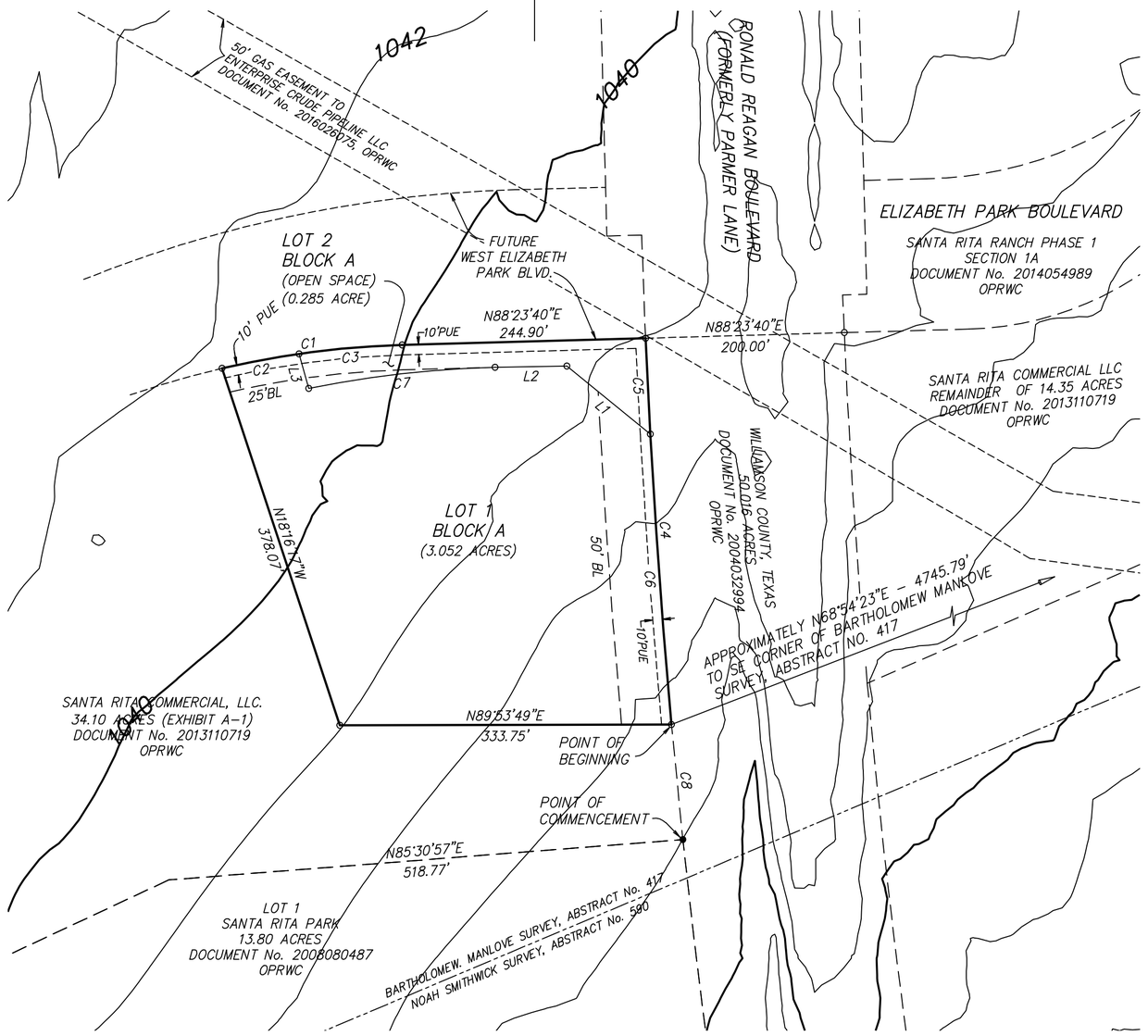
SANTA RITA WCESD No. 4 FIRE STATION No. 2

SCALE: 1"=100'

0 100' 200' 300' 400'



LOCATION MAP
SCALE: 1" = 1000'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N50°43'03"W	108.30'
L2	S89°05'25"W	72.27'
L3	N15°56'59"W	36.09'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	183.15	908.78	11°32'50"	N82°37'16"E	182.84
C2	78.90	908.78	4°58'27"	N79°20'04"E	78.87
C3	104.25	908.78	6°34'23"	N85°06'29"E	104.20
C4	389.68	8100.00	2°45'23"	S03°50'52"E	389.64
C5	96.69	8100.00	0°41'02"	S02°48'41"E	96.69
C6	292.98	8100.00	2°04'21"	S04°11'23"E	292.96
C7	188.80	1097.00	9°51'40"	S83°30'56"W	188.57
C8	116.28	8100.00	0°49'21"	N05°38'14"W	116.28

NOTES:

1. LOT 2, BLOCK A, IS AN OPEN SPACE LOT AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THESE LOTS.
2. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. A DEFACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
6. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH ADJACENT PROPERTY OWNER.
7. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83.

LEGEND:

- ● = FOUND 1/2" IRON ROD
- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE

SITE DATA:

TOTAL AREA: 3.337 ACRES
1 COMMERCIAL LOT
1 OPEN SPACE LOT

SHEET 1 OF 2 SHEETS

DATE: MARCH 1, 2018 SCALE: 1" = 100'

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND\2551-2600\2599\dwg\2599-Plat.dwg 12/8/2017 4:37:04 PM CST

PLAT OF

SANTA RITA WCESD No. 4 FIRE STATION No. 2

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT No. 417 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 34.10 ACRE TRACT OF LAND CONVEYED TO SANTA RITA COMMERCIAL, LLC, BY DEED RECORDED IN DOCUMENT No. 2013110719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at 1/2" iron rod at the Northeast Corner of Lot 1, Santa Rita Park according to the plat thereof recorded in Document No. 2008080487 of the Official Public Records of Williamson County, Texas, in the West Line of Ronald Reagan Boulevard as described in Document No. 2004032994 of the Official Public Records of Williamson County, Texas;

THENCE northerly along the West Line of Ronald Reagan Boulevard, the East Line of said 34.10 Acre Tract and along the arc of a curve to the right, a distance of 116.28 feet, said curve having a radius of 8,100.00 feet, a central angle of 01°11'25" and a chord bearing N.05°38'14"W., 116.28 feet, to a 1/2" iron rod set at the Point of Beginning;

Thence across said 34.10 Acre Tract the following four courses:

1. N.89°54'47"W. a distance of 333.75 feet to 1/2"iron rod set;
2. N.18°16'17"W. a distance of 378.07 feet to 1/2"iron rod set at a point on a non-tangent curve to the left;
3. Easterly, along the arc of said curve a distance of 183.15 feet, said curve having a radius of 908.78 feet, a central angle of 11°32'50", and a chord bearing N.82°37'16"E., 182.84 feet to a 1/2" iron rod set;
4. N.88°23'41"E. a distance of 244.90 feet to 1/2"iron rod set in West Line of said Ronald Reagan Boulevard and the East Line of said 34.10 Acre Tract;

Thence Southerly along West Line of Ronald Reagan Boulevard, The East Line of said 34.10 Acre Tract and along the arc of a curve to the left a distance of 389.68 feet, said curve having a radius of 8,100.00 feet, a central angle of 02°45'23" and a chord bearing S.03°50'52"E., 389.64 feet to the said Point of Beginning.;

Containing 3.337 acres, more or less.

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20 ___,

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

THE CITY OF LIBERTY HILL, TEXAS, ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____
DATE
CITY OF LIBERTY HILL, TEXAS

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

THAT SANTA RITA COMMERCIAL, LLC, BEING THE OWNER OF THAT 34.10 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013110719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,

DO HEREBY SUBDIVIDE 3.337 ACRES OUT OF SAID TRACT AND DO HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT. ALL EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC USE FOREVER. THIS SUBDIVISION IS TO BE KNOWN AS "SANTA RITA WCESD No. 4 FIRE STATION No. 2", AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

SANTA RITA COMMERCIAL, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company,

Manager

Date: _____ By: _____
James Edward Horne, Manager

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____, A.D., 20_____.

_____
NOTARY PUBLIC SIGNATURE

SEAL

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED _____, _____ RECORDED AS DOCUMENT No. _____ IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME:
TITLE:

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____, A.D., 20_____.

_____
NOTARY PUBLIC SIGNATURE

SEAL

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

_____
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

_____
STEPHEN R. LAWRENCE DATE
R.P.L.S. NO. 6352
STATE OF TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: MARCH 1, 2018

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND\2561-2800\2589\dwg\2589-Plat.dwg 12/8/2017 4:37:04 PM CST

Commissioners Court - Regular Session **15.**

Meeting Date: 03/06/2018

Travis Retirement Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Cmdr. Tammy Travis for her 23 years of service to Williamson County EMS.

Background

Williamson County EMS would like to recognize the retirement of Cmdr. Tammy Travis and her 23 years of service to Williamson County citzens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/28/2018 02:33 PM
Form Started By: Michael Knipstein		Started On: 02/26/2018 12:43 PM
Final Approval Date: 02/28/2018		

Commissioners Court - Regular Session **16.**

Meeting Date: 03/06/2018

Recognize Julie Lahr as recipient of "EMS10: Innovators in EMS"

Submitted For: Annie Burwell **Submitted By:** Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to recognize Julie Lahr, Community Health Provider with the Mobile Outreach Team as the recipient of 2017 JEMS "EMS10: Innovators in EMS award."

Background

The Journal of Emergency Medical Services, in partnership with Physio-Control, Inc., a leading provider of emergency medical response technologies worldwide, announced the winners of the EMS10: Innovators in EMS awards. THE EMS10 winners were recognized on February 20, 2018, during the EMS Today Conference & Exposition in Charlotte, NC. The ten recipients of the award demonstrated innovation in moving the level of EMS care forward for 2017 and were judged on the following criteria:

Introduced or published a new clinical or operational program or concept that constitutes an extraordinary contribution to pre-hospital emergency medicine; Revised a local protocol or standard operating procedure (SOP) that significantly enhanced the efficiency, safety or quality of EMS care or the work environment for EMS personnel; Implemented a unique educational model or recruitment and retention program that drastically increased or improved the local workforce; Spearheaded the development of a new state or regional group or agreement in an effort to improve preparedness for major incidents.
A panel of professional EMS colleagues and peers selected the distinguished winners, who each displayed initiative, creative thinking, action-orientation and a desire to positively impact EMS, patients and their communities. Julie was given this award in recognition for her development of the M&M pilot program. M&M partners Mental Health Specialists with Medics to provide an expedited response to citizens suffering from a behavioral health crisis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Jeanne Williby		Started On: 03/01/2018 10:09 AM
Final Approval Date: 03/01/2018		

Commissioners Court - Regular Session **17.**

Meeting Date: 03/06/2018

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/26/2018 10:55 AM
Form Started By: Lydia Linden		Started On: 02/23/2018 10:43 AM
Final Approval Date: 02/26/2018		

Commissioners Court - Regular Session **18.**

Meeting Date: 03/06/2018

Line Item Transfer for Road and Bridge

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > $5,000	$90.10
To	0200-0210-000777	Transfer to Capital Projects	$90.10

Background

This transfer is necessary to make funds available for costs associated with change order # 1 on the CR 403 Bridge (P443) over Mustang Creek rip rap replacement, IFB 1706-170, to pay the final invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/28/2018 02:33 PM
Form Started By: Emmeline Palma		Started On: 02/27/2018 12:03 PM
Final Approval Date: 02/28/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 03/06/2018

2017 Capital Improvement Program Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2017 Capital Improvement Program Budget Transfer to move $23,694 from Cedar Park Annex Building (P452) to DAS (Distributed Antenna Systems) Project (P472).

Background

This transfer is necessary to make funds available for costs associated with a change order in the amount of $23,744. The DAS project P472 is currently funded in 2018 Capital Improvement Program. Cedar Park Annex P452 has net project funds available in the amount of $840,252.13, and is not needed per facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DAS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 09:20 AM
Form Started By: Emmeline Palma		Started On: 02/27/2018 12:20 PM
Final Approval Date: 03/01/2018		

MOTOROLA SOLUTIONS

CHANGE ORDER

TX-17I224A-001

Change Order No.	TX-17I224A -001
Date:	2/28/2017
Project Name:	WILCO Combined Distributed Antenna System (DAS) for Public Safety (North Campus/Annex/SOTC) Project
Customer Name:	Williamson County
Customer Project Mgr:	Catherine Roberts

The purpose of this Change Order is to:

This is a change order to order, ship, install and test the new BDAs that meet the new NFPA requirements for providing alarm conditions outputs:

Contract # Contract/PO# **167162** **Contract Date:** **02-02-2018**

In accordance with the terms and conditions of the contract identified above between Williamson County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$ 399,950.00
Previous Change Order amounts for Change Order numbers 000 through 000	$ 0.00
This Change Order:	$ 23,744.00
New Contract Value:	$ 423,694.00

Completion Date Adjustments

Original Completion Date:	12-31-2018
Current Completion Date prior to this Change Order:	12-31-2018
New Completion Date:	**02-25-2019**

Changes in Equipment:

Four (4) new NFPA-compliant Bi-Directional Amplifiers (BDAs)

Changes in Services:

Installation of the new BDAs including a new demarcation point for the alarm output wiring to

meet the new NFPA requirements.

Schedule Changes:

Anticipated lead time for ordering, manufacturing and shipping new BDAs extends the completion of the project by eight (8) weeks to 02/25/2019.

Pricing Changes:

$23,744.00 for the new BDAs and the additional services to install, configure and provide a demarcation point for the new alarm wiring to meet the new NFPA requirements for the BDAs.

Customer Responsibilities:

No change.

Payment Schedule for this Change Order:

No change.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	Mark A. Thor	By:	
Printed Name:	Mark A. Thor	Printed Name:	
Title:	Regional Services Mgr.	Title:	
Date:	02/28/2017	Date:	

Reviewed by: James P. Sullivan — Date: 03/01/2018
Motorola Solutions Project Manager

Commissioners Court - Regular Session **20.**

Meeting Date: 03/06/2018

LTP Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Long Term Planning Budget Transfer to move $1,102,384 from Southeast Corridor (P463) to Corridor F/US183 (P461) of $602,384 and Corridor C/SH29 Bypass (P459) of $500,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTP Budget Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:16 AM
Form Started By: Emmeline Palma		Started On: 03/01/2018 07:25 AM
Final Approval Date: 03/01/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

From: Michael J. Weaver

Date: February 26, 2018

Re: LTP Corridor Budget Adjustment

Thank you for your help and assistance in setting-up the new Long-Range Transportation Plan Corridor Program budgets as requested in my January 9, 2018 memorandum. It has become necessary to make the following budget transfers:

- Move $602,384.00 from P-463 Southeast Corridor to P-461 Corridor F
- Move $500,000.00 from P-463 Southeast Corridor to P-459 Corridor C

If you have any questions, please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Christen Eschberger, P.E., HNTB
Maria Castanon, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **21.**

Meeting Date: 03/06/2018

Facilities Director Change Order Authorization

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action granting the Williamson County Facilities Department Director with authority to approve changes orders in the event that a previously approved and authorized Williamson County Facilities Department Employee is unable to approve a change order in relation to a Williamson County construction project pursuant to Local Gov't Code 262.031.

Background

The Williamson County Commissioners Court previously granted specific Williamson County Facilities employees and the Williamson County Facilities Department's Assistant Director of Projects with authority to approve change orders for specific Williamson County construction projects. Due to the retirement of Gary Wilson as the Williamson County Facilities Director, the promotion of Dale Butler to the position of Williamson County Facilities Director and in order to prevent delays that may result when a previously authorized employee is sick or otherwise unable to approve a particular change order, it is necessary to also grant the Williamson County Facilities Department's Director (Dale Butler at this time) with authority to approve change orders in relation to Williamson County construction projects. Any change orders that are approved by a previously authorized Williamson County Facilities Department employee, by the Williamson County Facilities Department's Assistant Director of Projects or by the Williamson County Facilities Department's Director will be placed on the Consent Agenda so they are acknowledged and made a part of the minutes of the Williamson County Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 09:20 AM
Form Started By: Gina Wrehsnig		Started On: 03/01/2018 09:19 AM
Final Approval Date: 03/01/2018		

Commissioners Court - Regular Session **22.**

Meeting Date: 03/06/2018

Sheriff's Office Training Center, P323 - Change Order 35

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 35 from American Constructors in the amount of $104,195.00 for additional Audio/Video components and installation. This change order is being funded by the Owners Contingency.

Background

Change order to accept using a portion of the Owners Contingency to fund additional audio/video equipment and installation which is above the original audio/video scope allowance in the GMP. The funding for this change order is within the original GMP budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Change Order 35

SOTC CO35 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 09:24 AM
Form Started By: Gina Wrehsnig		Started On: 03/01/2018 09:19 AM
Final Approval Date: 03/01/2018		

COST ITEMIZATION

PCO NO. 35 R3

PROJECT: **Williamson County Sheriff's Office Training Center**

CONSTR. MGR.: **American Constructors, Inc.**

DOCUMENT NAME: PR 026

DATE: 02/13/18

SUBJECT: PR 026 AV Changes

Funding Source CM Contingency

Extended Calendar Days Requested: 0 days

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Ace Audio	**PR 026 AV Changes**	**$104,195.00**		**$104,195.00**

***** Quote backup for sub pricing is attached*****

Total **$104,195.00**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg

Digitally signed by David A. Achterberg
DN: C=US, E=dachterberg@bsw-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg
Location: Austin, TX
Contact Info: dachterberg@bsw-architects.com
Date: 2018.02.15 09:59:20-06'00'

Brinkley Sargent Wiginton Architects Date

Williamson County Date

Dustin Wiegers

From: Doug Windle <doug@aceaudiocom.com>
Sent: Wednesday, November 29, 2017 12:59 PM
To: Dustin Wiegers
Subject: RE: 21522 WCSOTC - PR15 AV Changes

Well I cut almost $60k from this pricing with video recording. I can provide material equipment lists if requested.

Updated Pricing for PR15 – 11-29-2017

- Item #1 - $63,898.00
- (3) Vaddio Pan/Tilt/Zoom Cameras
  - (1) Cameras for Training Room
  - (2) Cameras for Defense Tactics
- Ceiling Microphones for Training and Defense Tactics
- Wireless Mic for Instructor in Defense Tactics
- Audio DSP for additional microphone inputs
- Upgrade HDMI and HDBaseT Matrix Switchers for centralized matrix switching and future expansion
- Changed control system to centralized controller
- Added 12" Tabletop touchpanel for Training Room
- Incudes credit for iPad – Moved this credit from Weight Room TV.
- Optional 4 channels of HDMI Video Recording with Network Storage ADD $18,559.00
- Optional 2nd Camera for Training Room ADD $7,146.00

Item No. 1. Sheet AV001 - LEGEND AND NOTES - AUDIO VISUAL
A. Added in-ceiling cameras (and infrastructure as needed) to the Audio Visual Devices. Active Equipment provided by the AV Integrator as an "add".

Item #2
- Additional Poke thru $930.00 – Cable already included for AV input Plate

Item No. 2. Sheet AV101 – FLOOR PLAN - AUDIO VISUAL
A. Added an AV Poke-Thru floor box to the lectern position in the Training Room
B. Deleted the AVP location on north wall of Training Room

Item #3A
- Additional Speaker in Operations Briefing Room - $1,263.00
  - Items #3B & 3C part of my Item #1 above

Item No. 3. Sheet AV201 - RCP - AUDIO VISUAL

A. Added four (4) in-ceiling speakers for audio reinforcement in the Operations Briefing room.
B. Added four (4) in-ceiling cameras the Training Room. Active Equipment design to be provided by the A an "add".
C. Added two (2) in-ceiling cameras (and infrastructure as needed) in Defense Tactics. Active Equipment provided by the AV Integrator as an "add".

Item #4 – Additional Data Outlets – Not in our scope of work

Item No. 4. Sheet T101 – T101 FLOOR PLAN - COMMUNICATIONS

A. Added Data at AV Poke-Thru floor box to the lectern position in the Training Room #157.
B. Added Data for four (4) in-ceiling cameras the Training Room #157.
C. Added Data for two (2) in-ceiling cameras in Defense Tactics #143.
D. Added Data for Irrigation Controller located on exterior of North wall outside Mechanical room #129.
E. Added Data for HVAC Control Panels in two locations, rooms 124 and 129.

Item #5A – Included in Item #3A above
Item #5B – Included in Item #2A above

Item No. 5. Sheet AV402 - GENERAL DETAILS - AUDIO VISUAL

A. Added four (4) in-ceiling speakers for audio reinforcement in the Operations Briefing room #121 1-Line
B. Specified location of AV Transmitters (TRS) at Poke-Thru locations in Training Room #157 1-Line drav

In Pr 024

Item #6 – Additional TVs in weight room – $2,951.00

- (1) Samsung TV and owner provided, contractor installed TV Tuner
- Option to ADD 2nd Samsung TV and owner provided, contractor installed TV Tuner - $2,951.00

Item No. 6. Sheet AV403 GENERAL DETAILS - AUDIO VISUAL

A. Added 1-Line drawing for Weight Room #144 depicting four (4) Flat panel displays and four (4) CATV T

Item #7 – Additional Power – Not in our scope of work

Item No. 7. Sheet E311 – FLOOR PLAN – POWER

A. Relocate wall switches and wall outlets in Training Room 157
B. Added power for irrigation controller
C. Added power for HVAC control panels in Rooms 124 and 129

Optional Add alternate – Upgrade Wireless Mics - $4,182.00

- Newer Digital Wireless Technology
  - Less chance of frequency problems in the future
  - Smaller bandwidth required
  - More available frequencies to choose from
- Provides ability to monitor from touchpanel and iPad app.
  - Signal Strength
  - Battery Levels
  - Audio Levels
  - On/Off Status
- Metal cases on transmitters instead of plastic cases
  - Allows for transmitter to last longer
- Includes (10) total Li-Ion Rechargeable batteries with charger

Optional AV Podium in Training Room - $8,217.00

- Middle Atlantic AV Podium
    - Laminate color to be determined
- Document Camera
- Video Switcher for Laptop, Document Camera, and owner provided, contractor installed PC.

63,898
18,559
7,146
. 930
1,263

4,182
8,217

Total 104,195

Thanks,

Doug Windle
Audio Visual Manager
ACE Audio Communications Inc.
P.O. Box 609
Hutto, TX 78634

(512) 218-4043 Office
(512) 535-4673 Fax
(512) 694-2048 Cell

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: **26**

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 2/7/2018

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents to incorporate AV changes from the AV coordination meeting.

Item No. 1. Sheet AV001 - LEGEND AND NOTES - AUDIO VISUAL
A. Added in-ceiling cameras (and infrastructure as needed) to the Audio Visual Devices. Active Equipment design to be provided by the AV Integrator as an "add".

Item No. 2. Sheet AV101 – FLOOR PLAN - AUDIO VISUAL
A. Added an AV Poke-Thru floor box to the lectern position in the Training Room #157.
B. Deleted the AVP location on north wall of Training Room #157.

Item No. 3. Sheet AV201 - RCP - AUDIO VISUAL
A. Added four (4) in-ceiling speakers for audio reinforcement in the Operations Briefing room #121.
B. Added two (2) in-ceiling cameras the Training Room #157. Active Equipment design to be provided by the AV Integrator as an "add".
C. Added two (2) in-ceiling cameras (and infrastructure as needed) in Defense Tactics #143. Active Equipment design to be provided by the AV Integrator as an "add".

Item No. 4. Sheet T101 – T101 FLOOR PLAN - COMMUNICATIONS
A. Added Data at AV Poke-Thru floor box to the lectern position in the Training Room #157.
B. Added Data for two (2) in-ceiling cameras the Training Room #157.
C. Added Data for two (2) in-ceiling cameras in Defense Tactics #143.

Item No. 5. Sheet AV402 - GENERAL DETAILS - AUDIO VISUAL
A. Added four (4) in-ceiling speakers for audio reinforcement in the Operations Briefing room #121, 1-Line drawing.
B. Specified location of AV Transmitters (TRS) at Poke-Thru locations in Training Room #157, 1-Line drawing.

Item No. 6. Sheet E311 – FLOOR PLAN – POWER
A. Relocate wall switches and wall outlets in Training Room #157.

Attachments: Sheet AV001 - LEGEND AND NOTES - AUDIO VISUAL, Sheet AV101 – FLOOR PLAN - AUDIO VISUAL, Sheet AV201 - RCP - AUDIO VISUAL, Sheet T101 – T101 FLOOR PLAN – COMMUNICATIONS, Sheet AV402 GENERAL DETAILS - AUDIO VISUAL, Sheet E311 – FLOOR PLAN – POWER

END OF PROPOSAL REQUEST #26

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg February 7, 2018

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01

AUDIOVISUAL DEVICES

SYMBOL | SUPPORTED SERVICES | POWER | DATA / VOICE OUTLETS ACTIVATED (QTY) | MOUNTING: TYPICAL MOUNTING LOCATION (DIM) | MOUNTING: HEIGHT AFF TO CENTER OF DEVICE (DIM) | INFRASTRUCTURE DEVICE DESCRIPTION (BOM) | NOTES | DETAIL

SYMBOL	SUPPORTED SERVICES	POWER	DATA / VOICE OUTLETS ACTIVATED (QTY)	MOUNTING: TYPICAL MOUNTING LOCATION (DIM)	MOUNTING: HEIGHT AFF TO CENTER OF DEVICE (DIM)	INFRASTRUCTURE DEVICE DESCRIPTION (BOM)	NOTES	DETAIL
		# DEVICE TERMINATIONS REQUIRED, NUMBER (QTY)	DATA/VOICE OUTLETS ACTIVATED (QTY)	TYPICAL MOUNTING LOCATION (DIM)	HEIGHT AFF TO CENTER OF DEVICE (DIM)			
[illegible]	AV WALL PLATE	-	N/A	WALL	18" AFF TO CENTER	1 GANG STANDARD ELECTRICAL BACK BOX, BUSHED FOR POWER AND AV DESCRIBED.		9 6/A-120
[illegible]	AV WALL PLATE	-	N/A	WALL	18" AFF TO CENTER	1 GANG STANDARD ELECTRICAL BACK BOX, BUSHED FOR POWER AND AV DESCRIBED.		9 6/A-121
[illegible]	PANEL DISPLAY	-	10	WALL	60" AFF TO CENTER	6"-0" UNISTRUT 'I'-BEAM RACK DEEP, POWER AND DATA TERMINATED WITH 14 JACKS DETAILED COORDINATE WITH ARCHITECT FOR FINAL CHOICE.	PROVIDE RACK NOT ABLE TO SUPPORT 150 LBS	9 6/A-08
[illegible]	PANEL DISPLAY	-	10	CEILING	69" AFF TO BOTTOM OF DISPLAY	6"-0" CHANNEL STRUCTURAL MOUNTING PLATE (AT DECK). 6"-0" CMS SERIES ADJUSTABLE COLUMN DROP (QTY=26) 6"-0" CMS10 WOVEN (QTY=17)		9 6/A-01
[illegible]	FLOOR BOX	2	20	FLOOR	AT FLOOR	FOR 6"-0" X 6"-0" FLOOR BOX. MUST SIZE FOR AV, RIGHT SIDE FOR POWER AND DATA COORDINATE CONDUIT FINISH WITH ARCHITECT		9 6/A-08
[illegible]	POKE THRU	1	20	FLOOR	AT FLOOR	INTERFACE DIRECTLY OFF POKE-THRU. DIE CAST FINISH AND TYPE WITH ARCHITECT. COORDINATE TO FIT BELOW POWER, DATA AND AV CABLING TO PANEL	ENSURE PLAN PLACEMENT IS COORDINATED WITH RAF AND MEP	9 6/A-08
[illegible]	PROJECTOR	-	1	CEILING	AT STRUCTURE	12"x12" CHATSWORTH TUFFBOX SERIES ENCLOSURE (QTY=20) 12"x12" CMS SERIES ADJUSTABLE COLUMN DROP AND REPAIR (AVERAGE PROJECTOR HEIGHT)		9" 6/A-08
[illegible]	SPEAKERS	N/A	N/A	CEILING	4" BELOW CEILING	NO ARCHITECTURAL MODIFICATIONS. NO CEILING WILL BE ADJUSTED TO THIS DEVICE OR [illegible] WORKS. ALL MOUNTING HARDWARE & SUPPLIED WITH SPEAKER		9 6/A-08
[illegible]	SUBWOOFER	N/A	N/A	BEHIND WALL	AT SPEAKERS	3/4" MDF BOX FOR SUBWOOFER. 3/4" MDF BOX FOR SUBWOOFER. 4"W x 4"H PVC CONDUIT PAINTABLE FLUSH TO THE WALL.		8 6/A-08
[illegible]	IN-CEILING CAMERA	N/A	N/A	STRUCTURE	AT STRUCTURE	4" GANG STANDARD DEEP ELECTRICAL BACK BOX (DEEP PREFERED) WITH 4 X 4 SOLID 1" CONDUIT PATHWAY (PARALLEL) BACK TO THE ACCESSIBLE CEILING AREA.	INFRASTRUCTURE ONLY FOR CAMERA SYSTEM TO BE OPERATED AS AN "ADD" BY AV CONTRACTOR.	
[illegible]	IN-CEILING CAMERA	N/A	N/A	STRUCTURE	AT STRUCTURE	BY CONTRACTOR TO "PULL WIRING TO CAMERA LOCATIONS AT ACCESSIBLE CEILING. NO INFRASTRUCTURE NEEDED. ALL NECESSARY MOUNTING HARDWARE COMES WITH CAMERAS.	INFRASTRUCTURE ONLY FOR CAMERA SYSTEM TO BE OPERATED AS AN "ADD" BY AV CONTRACTOR.	[illegible]
[illegible]	PROJECTION SCREEN	[illegible]	1A	CEILING	AT STRUCTURE	[illegible] SCREEN, SLOPE AS SHOWN ON ROOF] 6"-0" STANDARD ROOM FOR ROOF WIDTH 6"-0" HIGH CONTENT MATTE WHITE SURFACE.	SCREEN CHECK WITH AV GROUP AV BOXES IS NOT REQUIRED	2 6/A-08
[illegible]	CONTROL PANEL	N/A	10 [illegible] BACK BOX	WALL	48" AFF TO TOP	[illegible] BOTTOM BEFORE BACKER		9 6/A-08
[illegible]	CONTROL PANEL	N/A	10 [illegible] BACK BOX	WALL	48" AFF TO TOP	[illegible] BOTTOM BEFORE BACKER		9 6/A-08
[illegible]	WALL PACK	2	4E	WALL	10" AFF	3-GANG 3-1/2" DEEP BACK BOX	ELECTRICAL AND DATA BACK BOXES AT 48" AFF	3 6/A-08
[illegible]	TAP EMPTY BOX	N/A		WALL	48" AFF TO TOP	4" CONDUIT FROM 48" AFF CEILING LOCATION TO ADDITIONAL TERMINATION AT 24" AFF. EXACT POINT WILL BE VERIFIED WITH AV CONTRACTOR		12 6/A-08

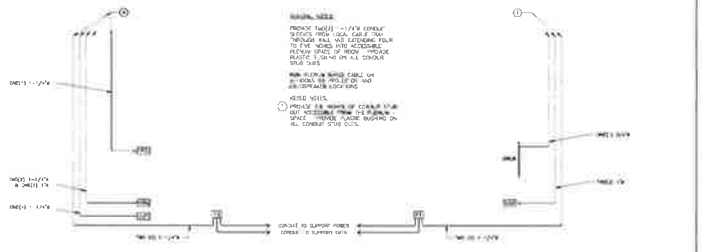
TYPICAL AV SYMBOL IDENTIFIERS



TYPICAL SYMBOL TYPES

CEILING DEVICES | WALL DEVICES | FLOOR DEVICES

AUDIOVISUAL ONE-LINE CONDUIT DETAIL (TYPICAL)



GENERAL NOTES

FOR PURPOSES HEREIN, HIGH VOLTAGE IS DEFINED AS ANY CIRCUIT, DEVICE OR OTHER ELEMENT OPERATING ABOVE 70 VOLTS.

TELECOMMUNICATIONS CONTRACTOR

1.) THE TELECOMMUNICATIONS CONTRACTOR SHALL PROVIDE ALL MATERIALS, COMPONENTS, TOOLS, AND LABOR NECESSARY TO MEET VOICE/DATA REQUIREMENTS FOR ALL AV EQUIPMENT THAT REQUIRES VOICE/DATA AS INDICATED IN AV AND TELECOMMUNICATIONS DRAWINGS AND SPECIFICATIONS.

ELECTRICAL CONTRACTOR

1.) THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING SCOPE OF WORK:

A.) COORDINATE WITH DESIGN TEAM ON CONTROL SYSTEM ELEMENTS INCLUDING WALL MOUNTED CONTROL PANELS AND LIGHTING INTERFACES.

B.) PROVIDE AND INSTALL:

1.) THE "HOUSE" LIGHTING CONTROL SYSTEM, RELATED PERIPHERALS AND LOW-VOLTAGE CONTROL WIRING ASSOCIATED WITH THE "HOUSE" LIGHTING CONTROL SYSTEM.

2.) PROVIDE AND INSTALL ALL CONDUIT, APPROPRIATE PULL STRING, JUNCTION BOXES, FLOOR BOXES, WIRE-WAYS, GUTTERS, SURFACE MOUNTED POWER STRIPS, LIGHTING DIMMER PANELS, AC WIRING, POWER RECEPTACLES, AND OTHER ELECTRICAL EQUIPMENT AS REQUIRED TO ACCOMMODATE COMPLETE AND FUNCTIONAL AUDIO VISUAL SYSTEMS, UNLESS OTHERWISE NOTED.

C.) PAINT ALL BACK BOX COVER PLATES ICW AV BUILDING STANDARD COLOR AND TYPE, AFM ARCHITECT PRIOR TO INSTALLATION.

D.) PROVIDE SHOP DRAWINGS OF CONDUIT ROUTING AND BOX PLACEMENT FOR REVIEW AND APPROVAL BY THE STRUCTURAL ENGINEER PRIOR TO IMPLEMENTATION.

2.) ALL CONDUIT FOR LOW VOLTAGE WIRING SHALL:

A.) BE METAL IF ABOVE 70 VOLTS (A SEPARATE SYSTEM OF CONDUIT).

B.) BE PVC "LEAD OF THE LOW VOLTAGE AREAS IN CAST CONCRETE.

C.) BE SUPPLIED WITH NYLON PULL STRING.

D.) BE 100' MAX LENGTH WITHOUT AN INTERMEDIATE JUNCTION BOX.

E.) TWO 90 DEGREE BENDS MAY BE USED IN A SEPARATE JUNCTION BOX.

F.) BE INCREASED IN PULL BOXES FOR STRAIGHT PULL TENSION AND NOT EXCEED 100' OF BENDS BETWEEN PULL POINTS.

3.) ALL PULL BOXES SHALL:

A.) REMAIN ACCESSIBLE BEFORE AND AFTER COMPLETION OF CONSTRUCTION.

B.) NOT TO BE USED IN LIEU OF TOP LOADING.

C.) NOT BE USED TO CHANGE DIRECTION OF RUNS WITH 3DK AND BE INSTALLED AS REQUIRED TO MEET THE ABOVE REQUIREMENTS.

4.) OTHER APPLICABLE SUBCONTRACTORS ARE RESPONSIBLE FOR PROVIDING AND INSTALLING THE FOLLOWING:

A.) STRUCTURAL WORK, CUTTING WALL OPENINGS, PLATFORMS, RAILINGS, HVAC SYSTEMS, MILLWORK AND FINISHES.

B.) CABLE TV SERVICE AND RELATED CABLING AND CONNECTIONS, TV RELATED ANTENNA SYSTEMS AND ELECTRICAL GROUNDING AS REQUIRED FOR CONNECTIONS OF AUDIOVISUAL DEVICES.

5.) FIRESTOPPING

A.) COORDINATE ANY AND ALL FIRESTOPPING WITH THE GENERAL CONTRACTOR BEFORE PROCEEDING WITH ANY WORK INVOLVING FIRESTOPPING.

B.) ALL FIRESTOPPING SHALL CONFORM TO THE SPECIFICATIONS AND RECOMMENDATION OF "HILTI" AND MOISTURE PROTECTION ON FIRESTOPPING OF THROUGH PENETRATION SYSTEM IN THE CONSTRUCTION SPECIFICATIONS DOCUMENT.

C.) SOLUTIONS AND SHOP DRAWINGS/SUBMITTALS FOR FIRE STOP MATERIALS AND SYSTEMS SHALL BE PRESENTED TO THE GENERAL CONTRACTOR FOR WRITTEN APPROVAL OF VARIETAL & SYSTEMS PRIOR TO PURCHASE AND INSTALLATION. ALL MATERIALS AND SYSTEMS SHALL BE COMPLETE, UL LISTED FOR INTENDED INSTALLATION, AND PROVIDE APPROPRIATE RATING AT THE COMPLETION OF JOB.

D.) SEAL ALL PENETRATIONS THROUGH ESTABLISHED BARRIERS (CONDUITS, SLEEVES, SLOTS, CHASES) CREATED BY OR MADE FOR OR ON THE BEHALF OF THE AUDIOVISUAL CONTRACTOR TO PREVENT THE PASSAGE OF SMOKE, FIRE, TOXIC GAS, OR WATER THROUGH PENETRATIONS.

E.) CONTRACTOR SHALL PROVIDE TRAINING MANUALS WHICH INCLUDE INSTRUCTIONS ON METHODS OF ADDING OR REMOVING CABLING TO/FROM FIRESTOPPED SLEEVES AND CHASES.

F.) REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

ABBREVIATIONS

DIV 01	GENERAL REQUIREMENTS
DIV 27	COMMUNICATIONS
DIV 28	ELECTRICAL
AFF	ABOVE FINISHED FLOOR
AV	AUDIOVISUAL
BFF	BELOW FINISHED FLOOR
BUSED	BUSHING
HT	HEIGHT
G	ISOLATED GROUND
NIC	NOT INCLUDED
NTS	NOT TO SCALE
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED OWNER INSTALLED
STD	STANDARD
UON	UNLESS OTHERWISE NOTED

DRAWING LIST

AV001	LEGEND AND NOTES - AUDIO VISUAL
AV121	FLOOR PLAN - AUDIO VISUAL
AV[illegible]	RCP - AUDIO VISUAL
AV401	GENERAL DETAILS - AUDIO VISUAL
AV402	GENERAL DETAILS - AUDIO VISUAL
AV403	GENERAL DETAILS - AUDIO VISUAL

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Georgetown TX 78626

CRANKLEY SARGENT WIGINTON ARCHITECTS

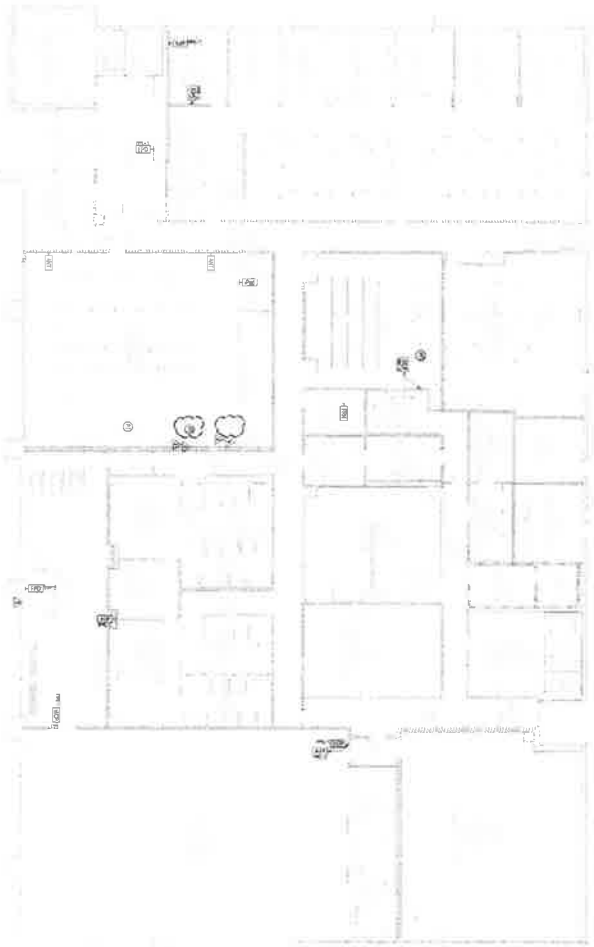
#	DATE	DESCRIPTION
1	10/07/2025	PERMIT
2	12/01/2025	BID ISSUE

LEGEND AND NOTES - AUDIO VISUAL

BID ISSUE

AV001

1 FLOOR PLAN - AUDIO VISUAL



WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Georgetown TX 78626

FLOOR PLAN - AUDIO VISUAL

AV101

BID ISSUE

BRINKLEY SARGENT WIGINTON ARCHITECTS

KEYED NOTES:

1. CEILING MOUNTED FLAT PANELS INFRASTRUCTURE ONLY
2. 3/4"Ø CONDUIT PATH FROM C/W CORRIDOR LOCATION TO CEILING 2-GANG SHALLOW MOUNT ELECTRICAL BOXES AT THE SPEAKER LOCATIONS IN BOTH DEFENSE TACTICS ROOM NUMBER 11 AND FFC WEIGHT TRAINING ROOM NUMBER 8, TO BE INSTALLED BY 3RD PS USING BEST MEANS AND PRACTICES
3. CEILING MOUNTED PROJECTORS INFRASTRUCTURE ONLY
4. CEILING MOUNTED CAMERAS INFRASTRUCTURE ONLY (ACTIVE EQUIPMENT TO BE DESIGNED AS AN "ADD" BY AV CONTRACTOR)
5. ACCESS PAD CEILING MOUNTED CAMERAS NO INFRASTRUCTURE NEEDED (ACTIVE EQUIPMENT TO BE DESIGNED & INSTALLED AS AN "ADD" BY AV CONTRACTOR)

1 RCP - AUDIO VISUAL

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Georgetown TX 78626

BRINKLEY SARGENT WIGHTO ARCHITECTS

RCP - AUDIO VISUAL

BID ISSUE

AV201

NOT TO SCALE

ONE-LINE DETAILS - AUDIO VISUAL | 1

NOT TO SCALE

ONE-LINE DETAILS - AUDIO VISUAL | 2

WILLIAMSON COUNTY

SHERIFF'S OFFICE TRAINING CENTER

8160 Chandler Road, Georgetown TX 78626

BRINKLEY SARGENT WIGINTON ARCHITECTS

GENERAL DETAILS - AUDIO VISUAL

AV402

BID ISSUE

GENERAL NOTES:

1) VERIFY THE FINAL TERMINATIONS AND LOCATIONS OF OUTLETS INSTALLED IN MODULAR FURNITURE OR ARCHITECTURAL MILLWORK WITH THE ARCHITECT, PRIOR TO ROUGH-IN AND INSTALLATION

2) PROVIDE CONDUIT SLEEVES THRU VERTICAL PARTITIONS TO CENTRAL MEANS OF CONVEYANCE

3) VERIFY ALL DEVICE LOCATIONS AND THEIR MOUNTING HEIGHTS WITH THE ARCHITECTURAL DOCUMENTS PRIOR TO ROUGH-IN

4) REFER TO THE ARCHITECTURAL DRAWINGS FOR FINAL LOCATION AND DIMENSIONS FOR ALL FLOOR BOXES

KEYED NOTES:

1 DATA CONNECTIVITY TO SERVE BUILDING AUTOMATION SYSTEM CONFIRM FIELD LOCATION WITH DIVISION 23/25/26 CONTRACTOR PRIOR TO ROUGH-IN

2 FOUR (4) 4"Ø CONDUIT SLEEVES.

3 SPARE 3/4" Ø RIGID CONDUIT STUB UP TO ROOF WITH WEATHERHEAD IN BOTH CONDUITS.

4 PAIR OF 3/4" CONDUITS TO THE EXTERIOR FOR COMMUNICATIONS

5 DATA CONNECTIVITY TO SERVE THE IRRIGATION CONTROLLER CONFIRM LOCATION WITH OWNER PRIOR TO ROUGH-IN

6 DATA CONNECTIVITY TO SERVE THE THREE CENTRAL PANELS, CONFIRM LOCATION WITH OWNER PRIOR TO ROUGH-IN

1 FLOOR PLAN - COMMUNICATIONS

BRINKLEY SARGENT WIGINTON ARCHITECTS

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Georgetown TX 78626

#	Date	Description
1	07/01/25	ADDENDUM 1
2	07/08/25	ADDENDUM 2
3	07/15/25	ADDENDUM 3
4	07/17/25	ADDENDUM 4

FLOOR PLAN - COMMUNICATIONS

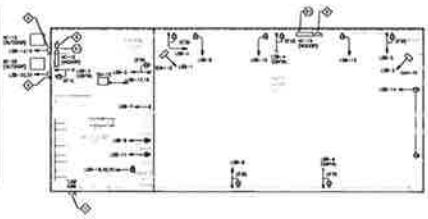
ISSUE 2025.07.25

T101

BID ISSUE

ELECTRICAL DEVICE MOCK-UP

ROUGH-IN ONE ENTIRE CLASSROOM FOR MOCK-UP APPROVAL. IN MOCK-UP, ROUGH-IN ALL DEVICES IN ROOM INCLUDING LIGHT SWITCHES, THERMOSTATS, F/A, RECEPTACLES, DATA, ETC. DO NOT ROUGH-IN ANY ADDITIONAL DEVICES UNTIL MOCK-UP IS APPROVED BY THE OWNER, ARCHITECT AND ENGINEER. ANY DEVICES THAT DON'T MEET APPROVED MOCK-UP LOCATIONS WILL BE REMOVED AND REINSTALLED IN CORRECT LOCATION AT CONTRACTOR'S EXPENSE.



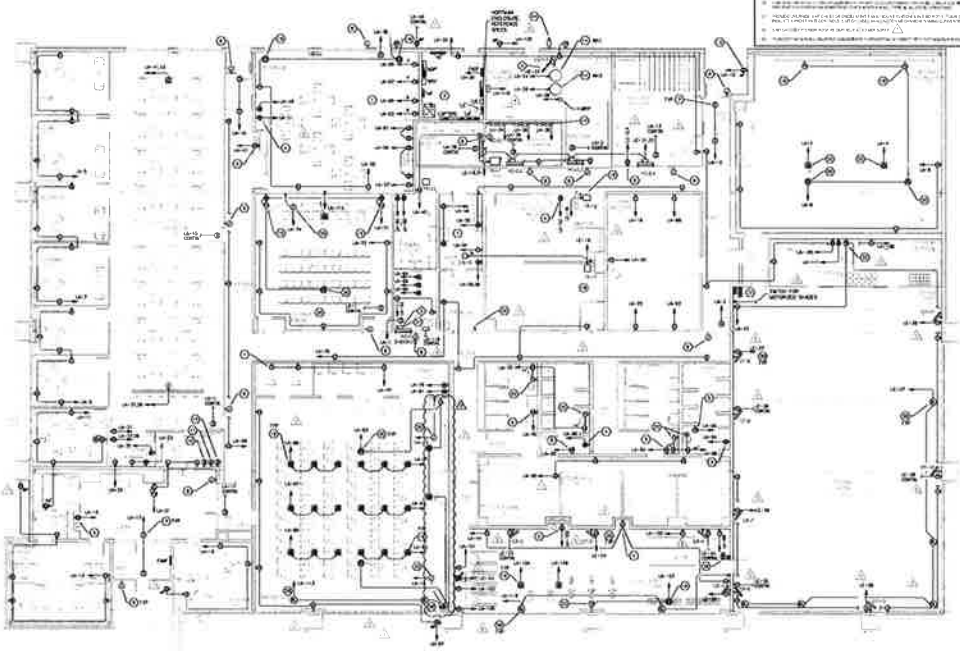
FOR LOCATIONS WHERE POWER AND DATA ARE SHOWN TOGETHER, DEVICE ROUGH-IN IS TO BE A MAXIMUM OF 6" APART. PROVIDE CADDY BRACKETS AS REQUIRED.

PROVIDE LIGHTING AND POWER IN CRAWLSPACE AS REQUIRED

KEYED NOTES

THESE NOTES APPLY TO THIS SHEET ONLY

02 FLOOR PLAN - SUPPORT -POWER - ALT1



REFERENCE MECHANICAL FAN SCHEDULE FOR EXHAUST FAN SWITCHING REQUIREMENTS

REFERENCE TECHNOLOGY SHEETS FOR ALL DATA REQUIREMENTS.

01 FLOOR PLAN - POWER

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Hutto, TX 78634

BRINKLEY SARGENT WIGINTON ARCHITECTS

FLOOR PLAN - POWER

BID SET

E311

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323 **Change Order #:** 35

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				**$ 6,509,639.00**	**$ 285,095.00**	**$ 285,095.00**	**$ 203,500.00**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**
1	5/30/2017		22	$ 1,200.00	$ -	$ -	$ (1,200.00)				$ 7,994,640.00
2	7/11/2017		16	$ 106,356.00	$ (106,356.00)	$ -	$ -				$ 7,994,640.00
3	5/30/2017		0	$ 8,330.00	$ (8,330.00)	$ -	$ -				$ 7,994,640.00
4	5/30/2017		0	$ 225.00	$ -	$ -	$ (225.00)				$ 7,994,640.00
5	5/30/2017		0	$ 22,460.00	$ (22,460.00)	$ -	$ -				$ 7,994,640.00
6	5/30/2017		0	$ 8,807.11	$ -	$ -	$ (8,807.11)				$ 7,994,640.00
7	10/24/2017		0	$ 95,783.00	$ -	$ -	$ (95,783.00)				$ 7,994,640.00
8	10/24/2017		0	$ 23,156.00	$ -	$ -	$ (23,156.00)				$ 7,994,640.00
9	1/30/2018	Architect	0	$ 31,780.23	$ -	$ -	$ (31,780.23)				$ 7,994,640.00
10	PENDING REVIEW										$ 7,994,640.00
11	1/9/2018	Architect	0	$ 2,582.21	$ -	$ -	$ (2,582.21)				$ 7,994,640.00
12	5/30/2017		0	$ (10,441.00)	$ 10,441.00	$ -	$ -				$ 7,994,640.00
13	5/30/2017		0	$ (12,751.00)	$ 12,751.00	$ -	$ -				$ 7,994,640.00
14	10/24/2017		0	$ 37,736.00	$ (37,736.00)	$ -	$ -				$ 7,994,640.00
15	7/11/2017		0	$ 4,743.00	$ -	$ -	$ (4,743.00)				$ 7,994,640.00
16	7/11/2017		0	$ 31,331.65	$ (31,331.65)	$ -	$ -				$ 7,994,640.00
17	7/11/2017		0	$ (1,856.86)	$ 1,856.86	$ -	$ -				$ 7,994,640.00
18	7/11/2017		0	$ (5,083.00)	$ 5,083.00	$ -	$ -				$ 7,994,640.00
19	7/11/2017		0	$ 665.00	$ (665.00)	$ -	$ -				$ 7,994,640.00
20	7/11/2017		0	$ (8,023.00)	$ 8,023.00	$ -	$ -				$ 7,994,640.00
21	7/11/2017		0	$ 6,139.00	$ (6,139.00)	$ -	$ -				$ 7,994,640.00
22	7/11/2017		0	$ 12,050.00	$ (12,050.00)	$ -	$ -				$ 7,994,640.00
23	PENDING REVIEW										$ 7,994,640.00
24	PENDING REVIEW										$ 7,994,640.00
25	10/24/2017		0	$ 9,244.00	$ (9,244.00)	$ -	$ -				$ 7,994,640.00
26	PENDING REVIEW										$ 7,994,640.00
27	10/24/2017			$ 13,203.08	$ (13,203.08)	$ -	$ -				$ 7,994,640.00
28	10/24/2017		5	$ (16,602.00)	$ 16,602.00	$ -	$ -				$ 7,994,640.00
29	10/24/2017		0	$ (22,116.00)	$ 22,116.00	$ -	$ -				$ 7,994,640.00
30	10/24/2017		5	$ 2,009.15	$ (2,009.15)	$ -	$ -				$ 7,994,640.00
31	12/12/2017	Architect	0	$ 4,336.00	$ (4,336.00)	$ -	$ -				$ 7,994,640.00
32	10/24/2017		3	$ 2,825.00	$ (2,825.00)	$ -	$ -				$ 7,994,640.00
33	12/12/2017		3	$ 6,569.00	$ (6,569.00)	$ -	$ -				$ 7,994,640.00
34	12/12/2017	Architect	0	$ (3,993.00)	$ 3,993.00	$ -	$ -				$ 7,994,640.00
35		Owner	0	$ 104,195.00	$ -	$ (104,195.00)	$ -				$ 7,994,640.00
36	12/12/2017	Owner	7	$ 8,620.10	$ (8,620.10)	$ -	$ -				$ 7,994,640.00
37	12/12/2017	Architect	0	$ 579.60	$ (579.60)	$ -	$ -				$ 7,994,640.00
38	1/9/2018	Architect	0	$ 12,383.00	$ (12,383.00)	$ -	$ -				$ 7,994,640.00
39	1/9/2018	Architect	0	$ 4,872.28	$ -	$ -	$ (4,872.28)				$ 7,994,640.00
40	1/9/2018	Architect	0	$ 8,560.00	$ (8,560.00)	$ -	$ -				$ 7,994,640.00
41	2/20/2018	Architect	0	$ 494.00	$ (494.00)	$ -	$ -				$ 7,994,640.00
42	PENDING REVIEW										$ 7,994,640.00
43		Owner	30	$ 5,165.00	$ (5,165.00)	$ -	$ -				$ 7,994,640.00
			91	**$ 7,005,172.55**	**$ 66,905.28**	**$ 180,900.00**	**$ 30,351.17**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**

Commissioners Court - Regular Session **23.**

Meeting Date: 03/06/2018

Sheriff's Office Training Center, P323 - Change Order 43

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 43 from American Constructors in the amount of $5,165.00 for additional irrigation controller components and installation. This change order is being funded by the Construction Managers Contingency.

Background

Change order to accept using a portion of the Construction Managers Contingency to fund additional components for the irrigation controller to allow for remote control and monitoring with existing County software. The funding for this change order is within the original GMP budget .

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Change Order 43

SOTC CO43 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 09:24 AM
Form Started By: Gina Wrehsnig		Started On: 03/01/2018 09:21 AM
Final Approval Date: 03/01/2018		

COST ITEMIZATION

PCO NO. 43

PROJECT: **Williamson County Sheriff's Office Training Center**

CONSTR. MGR.: **American Constructors, Inc.**

DOCUMENT NAME: PR 027 DATE: 02/16/18

SUBJECT: PR 027 Irrigation Controller

Funding Source CM Contingency

Extended Calendar Days Requested: 30 days from Approval

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Riata	**Irrigation Controller**	**$5,165.00**		**$5,165.00**

***** Quote backup for sub pricing is attached*****

Total **$5,165.00**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg Digitally signed by David A. Achterberg DN: C=US, E=dachterberg@bsw-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg Location: Austin, TX Contact Info: dachterberg@bsw-architects.com Date: 2018.02.28 11:08:05-06'00'

Brinkley Sargent Wiginton Architects Date

Williamson County Date

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: **27**

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 2/12/2018

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents to incorporate changes from the landscape punch walk.

Item No. 1. Change the irrigation controller model from Hunter Pro C to Hunter ACC irrigation controller with ACC-COM-LAN module to be compatible with Wilco's IMMS central control. Provide credit for installed controller.

Item No. 2. Add a valve box for the irrigation flow sensor valve, for accessibility.

Attachments: None

END OF PROPOSAL REQUEST #27

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg February 12, 2018

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01

ATHLETIC FIELD CONSTRUCTION
ATHLETIC FIELD MAINTENANCE

Riata
LANDSCAPE
SERVICES

LANDSCAPING
IRRIGATION

February 14, 2018

American Constructors Holding Company
11900 W. Parmer Lane, Suite 200
Cedar Park, Texas 78613

Re: Williamson County Sheriff's Training Center – Pricing for PR 27.

SCOPE: Furnish equipment, labor and material to install an ACC Hunter controller, ACC-COM-LAN module, flow sensor and control wires from the controller to the flow sensor. Area disturbed by wire path to be hydro-mulched with common Bermuda seed.

Description	Unit	Qty.	Price
Install ACC controller, module and flow sensor.	ea	1	$ 4,565.00
Hydro-mulch disturbed area.	trip	1	$ 600.00
Total:			**$ 5,165.00**

Regards,
Russell Barksdale

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323 **Change Order #:** 43

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				**$ 6,509,639.00**	**$ 285,095.00**	**$ 285,095.00**	**$ 203,500.00**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**
1	5/30/2017		22	$ 1,200.00	$ -	$ -	$ (1,200.00)				$ 7,994,640.00
2	7/11/2017		16	$ 106,356.00	$ (106,356.00)	$ -	$ -				$ 7,994,640.00
3	5/30/2017		0	$ 8,330.00	$ (8,330.00)	$ -	$ -				$ 7,994,640.00
4	5/30/2017		0	$ 225.00	$ -	$ -	$ (225.00)				$ 7,994,640.00
5	5/30/2017		0	$ 22,460.00	$ (22,460.00)	$ -	$ -				$ 7,994,640.00
6	5/30/2017		0	$ 8,807.11	$ -	$ -	$ (8,807.11)				$ 7,994,640.00
7	10/24/2017		0	$ 95,783.00	$ -	$ -	$ (95,783.00)				$ 7,994,640.00
8	10/24/2017		0	$ 23,156.00	$ -	$ -	$ (23,156.00)				$ 7,994,640.00
9	1/30/2018	Architect	0	$ 31,780.23	$ -	$ -	$ (31,780.23)				$ 7,994,640.00
10	PENDING REVIEW										$ 7,994,640.00
11	1/9/2018	Architect	0	$ 2,582.21	$ -	$ -	$ (2,582.21)				$ 7,994,640.00
12	5/30/2017		0	$ (10,441.00)	$ 10,441.00	$ -	$ -				$ 7,994,640.00
13	5/30/2017		0	$ (12,751.00)	$ 12,751.00	$ -	$ -				$ 7,994,640.00
14	10/24/2017		0	$ 37,736.00	$ (37,736.00)	$ -	$ -				$ 7,994,640.00
15	7/11/2017		0	$ 4,743.00	$ -	$ -	$ (4,743.00)				$ 7,994,640.00
16	7/11/2017		0	$ 31,331.65	$ (31,331.65)	$ -	$ -				$ 7,994,640.00
17	7/11/2017		0	$ (1,856.86)	$ 1,856.86	$ -	$ -				$ 7,994,640.00
18	7/11/2017		0	$ (5,083.00)	$ 5,083.00	$ -	$ -				$ 7,994,640.00
19	7/11/2017		0	$ 665.00	$ (665.00)	$ -	$ -				$ 7,994,640.00
20	7/11/2017		0	$ (8,023.00)	$ 8,023.00	$ -	$ -				$ 7,994,640.00
21	7/11/2017		0	$ 6,139.00	$ (6,139.00)	$ -	$ -				$ 7,994,640.00
22	7/11/2017		0	$ 12,050.00	$ (12,050.00)	$ -	$ -				$ 7,994,640.00
23	PENDING REVIEW										$ 7,994,640.00
24	PENDING REVIEW										$ 7,994,640.00
25	10/24/2017		0	$ 9,244.00	$ (9,244.00)	$ -	$ -				$ 7,994,640.00
26	PENDING REVIEW										$ 7,994,640.00
27	10/24/2017			$ 13,203.08	$ (13,203.08)	$ -	$ -				$ 7,994,640.00
28	10/24/2017		5	$ (16,602.00)	$ 16,602.00	$ -	$ -				$ 7,994,640.00
29	10/24/2017		0	$ (22,116.00)	$ 22,116.00	$ -	$ -				$ 7,994,640.00
30	10/24/2017		5	$ 2,009.15	$ (2,009.15)	$ -	$ -				$ 7,994,640.00
31	12/12/2017	Architect	0	$ 4,336.00	$ (4,336.00)	$ -	$ -				$ 7,994,640.00
32	10/24/2017		3	$ 2,825.00	$ (2,825.00)	$ -	$ -				$ 7,994,640.00
33	12/12/2017		3	$ 6,569.00	$ (6,569.00)	$ -	$ -				$ 7,994,640.00
34	12/12/2017	Architect	0	$ (3,993.00)	$ 3,993.00	$ -	$ -				$ 7,994,640.00
35		Owner	0	$ 104,195.00	$ -	$ (104,195.00)	$ -				$ 7,994,640.00
36	12/12/2017	Owner	7	$ 8,620.10	$ (8,620.10)	$ -	$ -				$ 7,994,640.00
37	12/12/2017	Architect	0	$ 579.60	$ (579.60)	$ -	$ -				$ 7,994,640.00
38	1/9/2018	Architect	0	$ 12,383.00	$ (12,383.00)	$ -	$ -				$ 7,994,640.00
39	1/9/2018	Architect	0	$ 4,872.28	$ -	$ -	$ (4,872.28)				$ 7,994,640.00
40	1/9/2018	Architect	0	$ 8,560.00	$ (8,560.00)	$ -	$ -				$ 7,994,640.00
41	2/20/2018	Architect	0	$ 494.00	$ (494.00)	$ -	$ -				$ 7,994,640.00
42	PENDING REVIEW										$ 7,994,640.00
43		Owner	30	$ 5,165.00	$ (5,165.00)	$ -	$ -				$ 7,994,640.00
			91	**$ 7,005,172.55**	**$ 66,905.28**	**$ 180,900.00**	**$ 30,351.17**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**

Commissioners Court - Regular Session **24.**

Meeting Date: 03/06/2018

North Campus Facility P324 - Change Order 46

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 46, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of $1,350,000.00 for the acceptance and funding of the Fuel Station and the required additional days per ASI-039 in relation to the Williamson County North Campus Project. This change order is being funded by the reserve spending budget for capital projects which was approved on October 17, 2017.

Background

This change order is for the approval of the balance of funding needed outside of the original GMP Contract and the Buyout Savings, which together will fully fund the construction of the Fuel Station. The total cost for the Fuel Station construction is $1,485,504.00. The amount of $135,504.00 which is not funded by this change order, will be funded through Buyout Savings found within the original GMP budget. The Fuel Station final design is specified in and based on ASI-039.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 46

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Gina Wrehsnig		Started On: 03/01/2018 11:11 AM
Final Approval Date: 03/01/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

March 01, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0046

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,350,000 (one million three hundred fifty thousand) dollars to provide Fuel Station per ASI-039 dated 1/22/18 for the above referenced project.

This change proposal excludes fuel for tanks and the Aim units for the Williamson County Fuel Station addition.

The projects revised substantial completion date is December 4th, 2018.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0046

QUOTATION :

Item	Labor	Materials	Subs	Total
Fuel Station Painting Scope	$0.00	$0.00	$6,230.00	$6,230.00
Fuel Station Electrical Scope	$0.00	$0.00	$61,464.00	$61,464.00
Fuel Station Lightning Protection Scope	$0.00	$0.00	$12,036.00	$12,036.00
Fuel Station Earthwork & Utilities Scope	$0.00	$0.00	$51,385.00	$51,385.00
Fuel Station Concrete Scope	$0.00	$0.00	$198,776.00	$198,776.00
Fuel Station Fueling System Scope	$0.00	$0.00	$969,278.00	$969,278.00
Fuel Station Fences & Gates	$0.00	$0.00	$1,105.00	$1,105.00
Fuel Station Fire Protection Scope	$0.00	$0.00	$500.00	$500.00
Subcontract Default Insurance	$0.00	$3,277.00	$0.00	$3,277.00
Fuel Station General Conditions	$0.00	$132,086.00	$0.00	$132,086.00
Fee	$0.00	$49,367.00	$0.00	$49,367.00
Cost of Work Funded from Buyout Savings	$0.00	$(130,846.00)	$0.00	$(130,846.00)
Fee Funded from Buyout Savings	$0.00	$(4,658.00)	$0.00	$(4,658.00)
Totals	$0.00	$49,226.00	$1,300,774.00	$1,350,000.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$1,350,000.00**

TIME EXTENSION TO CONTRACT: 163 Days

Submitted Date: 2/28/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

Cost Code	*Description*	*Details*	*Amt.*	*Unit*	*Total*
01-31-11	Project Manager 1	Doug Boram	12,672	1	12,672
01-31-31	Project Engineer 1	Camille Carpenter	8,272	4	33,088
01-31-71	Safety Inspector-PSC 1	James Harris	8,448	4	33,792
01-31-96	Staff Vehicle Fuel/Mileage	VISA-Employee	590	4	2,360
01-45-11	Testing & Inspection Srvcs 1		600	0	-
01-51-20	Temp Fire Protect	AAA Fire & Safety Equipment Co.	170	1	170
01-51-51	IT/Telecom Install/Maint	Vaughn IT	300	7	2,100
01-51-51	IT/Telecom Install/Maint	ImageNet Consulting, LLC	295	0	-
01-51-81	Other Temp Utilities 1	City of Georgetown 418-0359-00	730	7	5,110
01-51-82	Other Temp Utilities 2	Atmos	600	7	4,200
01-52-03	Job Office Rental Costs (Buggy)	We-Rent-It	290	2	580
01-52-03	Job Office Rental Costs (Job Trailer)	Satellite Shelters, Inc.	457	7	3,199
01-52-06	Tool Sheds/Storage Boxes	Saf-T-Box	85	7	595
01-52-20	Temp Toilets-Jobsite	B&L Portable Toilets	1,200	4	4,800
01-52-41	Job Reproduction Svcs	Dynamic Reprographics	400	1	400
01-52-49	Postage/Spec Ship&Delivery	Lone Star Overnight (115534)	120	4	480
01-54-03	Hoist Rental	-	500	1	500
01-56-06	Temp Fence		200	1	200
01-56-23	Temp Barricades		330	0	-
01-56-28	Temp Protective Walkways		170	0	-
01-57-16	Erosion Control		500	1	500
01-58-13	Job Signage		280	1	280
01-71-30	Layout General		1720	0.25	430
01-74-02	Clean up-Project Maint		540	4	2,160
01-74-16	Clean Trucks & Street		280	4	1,120
01-74-19	Dump,Waste Mngmnt&Disposal	Recon Services, Inc. (Austin)	1,850	1	1,850
01-74-20	Final Clean-Vaughn		2500	1	2,500
01-76-91	Misc Protect Installled Cnstr 1		235	0	-
Various	Vaughn Labor	Tyler Rogers	3,500	4	14,000
	Misc Materials		5,000	1	5,000
			TOTAL		132,086

ACTION DECORATING, INC.

Commercial & Residential Painting

11002 Plains Trail
Austin, Texas 78758
512-491-8900

January 23, 2018

Vaughn Construction

Attn: Doug Boram

Re: WILCO – N.C. Facilities – AS1-039 – Alternate C revised pricing

Original pricing for Alt # C	$ 5,190.00
Modifications – 12 additional bollards	$ 1,040.00
Revised price for Alternate C	**$ 6,230.00**

Should you have any questions or comments regarding this price please contact us. Thank you for using Action Decorating for this project.

Amy Kirkham

Amy Kirkham for Action Decorating, Inc.

Vaughn Construction

SCHMIDT ELECTRIC
A Limited Partnership
9701 FM 1625 - Austin, Texas 78747
Phone: (512)243-1450 - Fax: (512)243-0601

Vaughn Construction
Mr. Doug Boram
3920 North IH 35
Austin, Texas 78751

February 14, 2018

Reference: **Williamson County North Campus Facility**
Electrical Proposal PCO- 023
ASI 39

We are pleased to provide the following proposal for the additional work as requested by Vaughn Construction.

Total Cost

$ 61,464.00
Sixty-One-Thousand Four-Hundred and Sixty-Four dollars

Inclusions:

Item No.	Description
1	Furnish and Install one 80KW generator and 225A ATS. Install conductors for power and controls.
2	Complete conduit stub ups at fuel island as shown on drawing E1.00 and FS1.02.
3	Install and terminate conductors to 225A panelboard at fuel island. (225A panelboard is furnished and installed by others)
4	Make safe existing fuel station. (demo by others)

Qualifications:

Price is firm for 30 days from the date of this proposal.

Excludes all formed concrete.

Excludes all work at the fuel station except for connection to the 225A panelboard.

Excludes demolition of existing fuel station.

If you have any questions, please feel free to call me at 512-369-5551.

Sincerely,

Accepted By **Date**

Schmidt Electric Company

Scott Schwartz
Project Manager
SCHMIDT ELECTRIC

Electrical Proposal
Texas Electrical Contractors License Number 17947

SUBCONTRACTOR UNIFORM CHANGE ORDER REQUEST SUMMARY SHEET

Date: 2/14/18

General Contractor Change Order Request No.

Subcontractor Change Order Request No. PCO-023

Contractor Name Schmidt Electric Company

CHANGE ORDER DESCRIPTION:
ASI 39; Provide generator, ATS and power to fueling station 225A panelboard. (panelboard provided by others)

DIRECT LABOR COSTS - see attached sheets for breakdown of hours

Trade Description	Hours	Rate	Extension	Comments
PM	6.00	76.97	461.82	
Foreman	40.00	48.58	1,943.20	
Foreman OT	16.00	69.47	1,111.52	
JIW	180.00	41.33	7,439.40	
JIW OT	40.00	58.75	2,350.00	
App	-	34.06	-	
App OT	-	48.02	-	
App	-	24.05	-	
App OT	-	34.10	-	
App	-	21.26	-	
App OT	-	30.48	-	
SUBTOTAL			13,305.94	

DIRECT MATERIAL COSTS - see attached backup

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Material	Lot	1	7,870.00	7,870.00	
Generator & ATS	Lot	1	25,505.00	25,505.00	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				33,375.00	

EQUIPMENT COSTS

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Consumables 4% of materials	Lot	1	1,335.00	1,335.00	
Small Tools 4% of labor	Lot	1	532.24	532.24	
				-	
SUBTOTAL				1,867.24	

INDIRECT COSTS - Lower Tiered Subcontractors/Job expenses

Company Name		Quantity	Unit Cost	Amount	Comments
Truck & Phone		1	995.00	995.00	
Excavation Contractor		1	1,000.00	1,000.00	
Rental		1	2,590.00	2,590.00	
		1	-	-	
		1	-	-	
		1	-	-	

SUBTOTAL	$	4,585.00
TOTALS	$	53,133.18
SALES TAX (on equipment & material subtotals only)	$	82.09
TOTAL OF ALL COSTS	$	53,215.27
OVERHEAD @ 10%	$	5,321.53
PROFIT @ 5%	$	2,926.84
BOND @ CONTRACTUAL RATE	$	-
GRAND TOTAL FOR THIS CHANGE ORDER REQUEST	$	61,464.00

Subcontractors Certification

Contract value before this Change Request

Contract value after this Change Request

Impact to contract schedule affected by this Change Order request Days

GC APPROVAL

Subcontractors Representative Signature _____

Print Date 2/14/2018

SCHMIDT ELECTRIC
A Limited Partnership
9701 FM 1625 - Austin, Texas 78747
Phone: (512)243-1450 - Fax: (512)243-0601

Vaughn Construction
Mr. Doug Boram
3920 North IH 35
Austin, Texas 78751

February 22, 2018

Reference: **Williamson County North Campus Facility**
Electrical Proposal PCO- 029
Add to ASI 39 (Lightning Protection at Fueling Station)

We are pleased to provide the following proposal for the additional work as requested by Vaughn Construction.

Total Cost **$ 12,036.00**
Twelve-Thousand and Thirty-Six dollars

Inclusions:

Item No.	Description
1	Install a complete lightning protection system on the fueling station structure.
2	Provide a Lightning Protection Master Certification.

Qualifications:

Price is firm for 30 days from the date of this proposal.

Quote is based on installing a Class I system.

Quote includes one ground test.

Exclusions:

It is the responsibility of the roofing contractor to furnish and install the sealing and flashing of all protection roof penetrations. 4 penetrations will be required.

If any special pad or paver is required under the components of the lightning protection system, it shall be the roofing contractor's responsibility to furnish and install such pads. 72 will be required.

Excludes TVSS for incoming electrical and phone/data service.

If you have any questions, please feel free to call me at 512-369-5551.

Sincerely,

Accepted By **Date**

Schmidt Electric Company

Scott Schwartz
Project Manager

cc: File

SUBCONTRACTOR UNIFORM CHANGE ORDER
REQUEST SUMMARY SHEET

Date: 2/22/18

General Contractor Change Order Request No.

Subcontractor Change Order Request No. PCO-029

Contractor Name Schmidt Electric Company

CHANGE ORDER DESCRIPTION:
Install lightning protection at fueling station

DIRECT LABOR COSTS - see attached sheets for breakdown of hours

Trade Description	Hours	Rate	Extension	Comments
PM	2.00	76.97	153.94	
Foreman	8.00	48.58	388.64	
Foreman OT	-	69.47	-	
JIW	8.00	41.33	330.64	
JIW OT	-	58.75	-	
App	-	34.06	-	
App OT	-	48.02	-	
App	-	24.05	-	
App OT	-	34.10	-	
App	8.00	21.26	170.08	
App OT	-	30.48	-	
SUBTOTAL			1,043.30	

DIRECT MATERIAL COSTS - see attached backup

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Material	Lot	1	77.00	77.00	
	Lot	1		-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				77.00	

EQUIPMENT COSTS

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Consumables 4% of materials	Lot	1	3.08	3.08	
Small Tools 4% of labor	Lot	1	41.73	41.73	
				-	
SUBTOTAL				44.81	

INDIRECT COSTS - Lower Tiered Subcontractors/Job expenses

Company Name		Quantity	Unit Cost	Amount	Comments
Truck & Phone		1	199.00	199.00	
Lightning Protection Contractor		1	8,190.00	8,190.00	
Rental		1	850.00	850.00	
		1	-	-	
		1	-	-	
		1	-	-	

SUBTOTAL	$	9,239.00
TOTALS	$	10,404.11
SALES TAX (on equipment & material subtotals only)	$	16.42
TOTAL OF ALL COSTS	$	10,420.53
OVERHEAD @ 10%	$	1,042.05
PROFIT @ 5%	$	573.13
BOND @ CONTRACTUAL RATE	$	-
GRAND TOTAL FOR THIS CHANGE ORDER REQUEST	$	12,036.00

Subcontractors Certification

_____

Contract value before this Change Request

Contract value after this Change Request

GC APPROVAL

_____

Impact to contract schedule affected by this Change Order request Days

Subcontractors Representative Signature _____

WPM Construction Services, Inc.

Job # 16-30 Gas line Service Williamson County North Campus

PCO no. 14 ASI #39 and 42

Item #	Description	Quantity	Units	Unit Cost Material	Material Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Labor	Labor Cost	Subtotal
	Superintendent	16.00	HR								$ -	$ -
	Operator	32.00	HR							$ 83.51	$ 1,336.16	$ 1,336.16
	Pipe Layer	48.00	HR							$ 32.15	$ 1,028.80	$ 1,028.80
	Laborer	32.00	HR							$ 31.55	$ 1,514.40	$ 1,514.40
	CAT 336	16.00	HR			$ 160.39	$ 2,566.24			$ 24.86	$ 795.52	$ 795.52
	Cat 966	16.00	HR			$ 121.58	$ 1,945.28					$ 2,566.24
	Roller	16.00	HR			$ 74.27	$ 1,188.32					$ 1,945.28
	Water truck	16.00	HR			$ 51.13	$ 818.08					$ 1,188.32
	Pick up truck	16.00	HR			$ 12.20	$ 195.20					$ 818.08
	Asphalt	989.00	SY					$ 11.00	$ 10,879.00			$ 195.20
	Asphalt Mobilization	1.00	LS					$ 5,500.00	$ 5,500.00			$ 10,879.00
	Pipe Spoil Hauls	3.00	Loads					$ 210.00	$ 630.00			$ 5,500.00
	Lime Stabilized Subgrade (Delivered)	136.00	CY	$ 28.00	$ 3,808.00							$ 630.00
	Crushed Limestone Base (Delivered)	323.00	CY	$ 18.00	$ 5,814.00							$ 3,808.00
	Fine Grade Base (Delivered)	202.00	SFT	$ 3.40	$ 686.80							$ 5,814.00
	18" RCP Drain Line	126.00	LF	$ 51.00	$ 6,426.00							$ 686.80
	6"-8" Rip Rap w/ Fabric	8.00	CY	$ 150.00	$ 1,200.00							$ 6,426.00
	57 Stone Bedding (Delivered)	30.00	CY	$ 19.00	$ 570.00							$ 1,200.00
												$ 570.00
												$ 46,901.00
										Labor OH&P	15.00%	$ 701.24
										Material OH&P	15.00%	$ 2,775.72
	Date:	**2/14/2018**								Equipment OH&P	15.00%	$ 1,006.97
										Subcontrator OH&P	0.00%	$ -
												$ 51,385.00

Note:
1)

January 23, 2018

RE: CHANGE ORDER #07 – ASI #39 Fuel Station Modifications
Williamson County – North Campus

Keystone Concrete Placement is proposing to provide all labor, material, equipment, pumping and supervision necessary to complete the concrete portion of the above referenced project for the lump sum amount of **ONE HUNDRED NINTY-EIGHT THOUSAND SEVEN HUNDRED AND SEVENTY-SIX DOLLARS ($198,776.00).**
This price is based on drawings dated 01/19/2018.

Sales tax is not included on materials.

The following items are **included** in our proposal:

Slabs will be cured with a curing compound
Slump of concrete is based on 5" + or – 1"
All reinforcing accessories are based on plastic snap on chairs
Proposal based on 45 hour work week. No Schedule provided
Concrete is based on:
Drilled Piers - 3000 psi, flyash with 1" aggregate
GB, SOG, SOMD - 4000 psi, flyash with 1" aggregate
Concrete Paving, Sidewalks - 4000 psi, flyash with 1" aggregate

ASI #39 - Building C – Fuel Tank Area

- 18" Propane Slab – 640 sf
- 36" X 30' Drilled Piers – 12 ea. for Canopy Columns (reinforcing assumed at 8 #10 verticals w/#4 stirrups at 12" o.c.) (no piers shown in ASI #39)
- 12" Paving at Underground Tank – 1,632 sf
- 8" Concrete Paving – 7,700 sf
- Pipe Bollards (furnished by others) – 70 ea
- 18" Ribbon Curb – 598 lf
- Generator Pad – 1 ea
- Concrete Infill at Islands – 600 sf

The following items are **excluded** from our proposal:

- All fuel related equipment/installation
- 6" pipe traffic impact barrier
- All demo/removal of any asphalt or concrete
- All subgrade preparation
- All Concrete Rip Raps
- All Concrete Headwalls
- All Concrete Safety end treatments
- 6" crushed stone base



- Mass excavation or backfill
- Mass structural excavation or backfill
- Utility Concrete/Pre-Cast Concrete
- Backfill behind curbs
- Removing, cleaning or disposing of redwood/expansion joint top strip
- Concrete splash blocks
- Rock Drilling
- Rock Excavation
- Rebar Allowances
- Testing for floor tolerances
- Layout for other trades
- Supplying or setting of shims for columns
- Other trades block outs and or pour backs of such block outs
- Welding of Rebar or Welded Rebar
- Concrete for Duct-banks
- Soil erosion control
- Cast in place catch basins
- All Caulking or Joint Sealing
- Metal reinforcing accessories
- Floor Hardeners, Sealers or Coloring of Concrete
- Plasticizers in concrete unless noted otherwise
- Sign foundations
- Demolition work
- Hauling off spoil materials
- Casing or slurry drilling of piers
- Gate Foundations
- Masonry reinforcing
- Traffic control or traffic control devices
- Painting or striping
- Site work or soil stabilization
- Pavers
- Wheel stops
- Landscaping sleeves
- Site dewatering or well point system
- Termite control
- All precast concrete
- Temperature control or protection of concrete
- Dumpsters or job toilets
- Wet Cure
- Waterproofing
- Job access, temporary roads or maintaining access or roads
- Temporary power and water

Please visit us at www.keystoneconcrete.com
Keystone Concrete Placement
35 County Rd. 150 • Georgetown, Texas 78626 • Office: (512) 931-3033 • Fax: (512) 931-0995

- Perlite, Vermiculite, Soundcrete or Insulating concrete
- Concrete for fence, flagpole or sign foundations unless specifically included
- Material testing, surveying or permits
- Building or Contractor Permits
- LEED Documentation
- Liquidated Damages
- Setting up of inspections
- Sweeping or cleaning of slabs, paving or walks
- Payment and Performance Bonds
- Builders Risk Insurance
- Pollution liability, mold, asbestos insurance coverage's

Please feel free to call should you have any questions or if we can be of further assistance.

Sincerely,
KEYSTONE CONCRETE PLACEMENT

Stephen Wallace
Senior Project Manager

EXCELL FUELING SYSTEMS

January 29, 2018

Vaughn construction
Doug Boram

Re: Williamson County – North Campus Facility, ASI #039.

Scope of services as per drawing FS-1.01, FS-1.02, FS-1.03, FS-1.04, FS-1.05, FS-1.06, FS-1.07, FS-1.08, C-5, C-27, C-32, A-1.01, Ac-1.01 and Ac-1.02.

- Install New fuel tanks including tanks, tank hardware, Anchoring package (man out of hole straps), backfill, excavation and haul off spoils.
- Installation of Fuel management system,
- Installation of automated tank gauge.
- Relocation of propane system.
- Installation of new pumps and dispensers.
- Installation of island forms.
- Start-up and training.
- Removal of existing fuel system
- Installation of new canopy.

13 34 20 Fuel station canopy Specifications 00 & 01 and sections 13 34 20.
and electrical for canopy (galv.) This can be valued engineered for savings if needed
$158,963.00 (footing by others)

FS-1.107 Existing UST Fuel station removal Specifications 00 & 01 and sections 13 34 40
Removal and disposal of system, assist in sampling and backfill. (asphalt paving by others)
$57,975.00

13 34 30 Fuel Station Specifications 00 & 01 and sections 13 34 30
Supply and install all equipment as specified for a new fuel system including Equipment, Labor and electrical at fuel station. $ 702,840.00

Supply and install Liner if needed after Edwards excavation inspection. $49,500.00

Supply Aim units (single tank) for customer to install $270.00 Ea.
Dual tank set-up with Aim module $342.00 Ea.

P.O. Box 1675
Buda, Texas 78610
Info@excellfs.com

MEMBER PEI PETROLEUM EQUIPMENT INSTITUTE

512-280-5230
800-393-5757
Fax 512-280-3580

EXCELL FUELING SYSTEMS

Exclusions:
Fuel for tanks
All and any concrete and or asphalt paving.
Bollards
Any engineering
Painting
Bonding but can be added
Main electrical (bid is based on power being picked up at sub-panel.) Based on current state and local codes and standard practices.

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Buda, Texas 78610
Info@excellfs.com

MEMBER PEI PETROLEUM EQUIPMENT INSTITUTE

512-280-5230
800-393-5757
Fax 512-280-3580

ALLIED FENCE & SECURITY

SINCE 1950
13350 OLD KIMBRO ROAD, BLDG. A | MANOR, TEXAS 78653
PHONE: (512)255-5416 | FAX: (512)255-7096 | EMAIL: mdysart@alliedfence1950.com
MBE / SBE / HUB CERTIFIED

PROPOSAL

TO: Vaughn Construction
Attn: Camille Carpenter

Re: Wilco NCF – ASI 039

WORK INCLUDED:
Add 24' x 6' + 3 strands barb wire double swing chain link gate and 2 each 4" OD pipe gate posts to chain link fence at vehicle storage yard.

TOTAL PRICE (ADD): $1105.00

Michael Dysart

Allied Fence & Security
1/22/18

Williamson County
Williamson County North Campus Facilities
Vaughn Project No. 2339-01

VAUGHN CONSTRUCTION

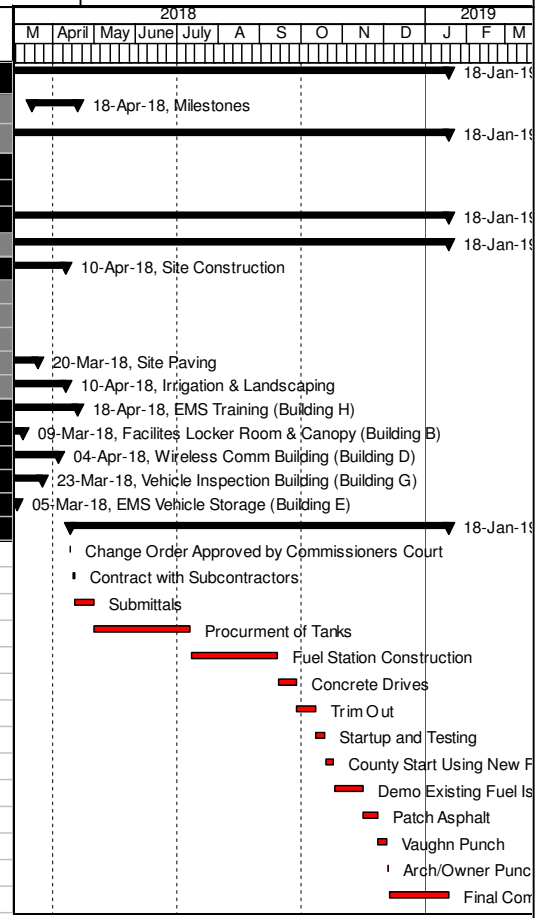
Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,727	$0	($1,748)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	-	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926

32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	-	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	-	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	10	-	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	-	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	-	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	-	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	-	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	-	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	163	-	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
Current Amounts		**183**	**10**	**$19,637,942**	**$251,076**	**$253,394**	**$2,030,934**	**($135,504)**	**$674,834**	**$22,712,676**	**$22,712,676**

Wilco North Campus w/out Alts	Classic WBS Layout	01-Mar-18 09:55

Activity ID	Activity Name	Original Duration	Start	Finish
Wilco North Campus w/out Alts		253	19-Jan-18 A	18-Jan-19
Milestones		23	16-Mar-18	18-Apr-18
Preconstruction		253	19-Jan-18 A	18-Jan-19
Design Development Documents		0		
Construction Documents		0		
Material Procurement		253	19-Jan-18 A	18-Jan-19
Construction		253	19-Jan-18 A	18-Jan-19
Site Construction		58	19-Jan-18 A	10-Apr-18
Civil / Site		0		
Mock-Up		0		
Utilites		0		
Site Paving		43	19-Jan-18 A	20-Mar-18
Irrigation & Landscaping		30	28-Feb-18	10-Apr-18
EMS Training (Building H)		64	19-Jan-18 A	18-Apr-18
Facilites Locker Room & Canopy (Building B)		8	28-Feb-18	09-Mar-18
Wireless Comm Building (Building D)		26	28-Feb-18	04-Apr-18
Vehicle Inspection Building (Building G)		18	28-Feb-18	23-Mar-18
EMS Vehicle Storage (Building E)		4	28-Feb-18	05-Mar-18
Fuel Island		193	13-Apr-18	18-Jan-19
	Change Order Approved by Commissioners Court	1	13-Apr-18*	13-Apr-18
	Contract with Subcontractors	1	16-Apr-18	16-Apr-18
	Submittals	10	17-Apr-18	30-Apr-18
	Procurment of Tanks	50	01-May-18	11-Jul-18
	Fuel Station Construction	45	12-Jul-18	13-Sep-18
	Concrete Drives	10	14-Sep-18	27-Sep-18
	Trim Out	10	28-Sep-18	11-Oct-18
	Startup and Testing	5	12-Oct-18	18-Oct-18
	County Start Using New Fueling Station	5	19-Oct-18	25-Oct-18
	Demo Existing Fuel Island	15	26-Oct-18	15-Nov-18
	Patch Asphalt	5	16-Nov-18	26-Nov-18
	Vaughn Punch	5	27-Nov-18	03-Dec-18
	Arch/Owner Punch List	1	04-Dec-18	04-Dec-18
	Final Completion	30	05-Dec-18	18-Jan-19



Commissioners Court - Regular Session **25.**

Meeting Date: 03/06/2018

CR 278- Possession and Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession & Use Agreement with JBS Holdings, LP for right of way needed on the CR 278 project. (Parcel 6) Funding Source: P438

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JBS PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:16 AM
Form Started By: Charlie Crossfield		Started On: 03/01/2018 10:09 AM
Final Approval Date: 03/01/2018		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 6
COUNTY OF WILLIAMSON	§	Project: Bagdad/CR 278

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and JBS HOLDINGS. LP (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Bagdad/CR278 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of TWO HUNDRED FOUR THOUSAND FOUR HUNDRED SEVEN and 00/100 Dollars ($204,407.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents a portion of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the

Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 16-285062-GT issued February 2, 2017 by Capital Title of Texas (First National Title Insurance Company), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

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

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be April 6, 2018.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the

County until entry of judgment. Upon written request from Grantor, the parties shall work to schedule a special commissioners' hearing which is to occur within 120 days after the receipt of such request, and at a date and time otherwise mutually agreeable to the parties.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

JBS Holdings, LP
By: JBSH Management, LLC, It's General Partner
By: _____
Sheri S. Krause

Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 21st day of February, 2018 by Sheri S. Krause, in the capacity and for the purposes and consideration recited herein.

DEBRA JENE' SEAL
Notary Public, State of Texas
Comm. Expires 10-27-2020
Notary ID 956326

_____
Notary Public, State of Texas
Printed Name: Debra Jene' Seal
My Commission Expires: 10-27-2020

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2018 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel No.: 6
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 3.854 ACRE (167,874 SQ. FT.) PARCEL OF LAND, LOCATED IN THE HENRY FIELD SURVEY, ABSTRACT 233, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 99.57 ACRE TRACT OF LAND, TRACT NO. 2, DESCRIBED IN A DEED TO JBS HOLDINGS, LP, RECORDED IN DOCUMENT NUMBER 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.854 ACRE (167,874 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 with a plastic cap stamped "WALKER 5283" found on the south line of said remainder of a called 99.57 acre tract, same being the north line of a 6.829 acre tract of land as described in a deed to Williamson County, Texas, recorded in Document No. 2014076251, O.P.R.W.C.TX.;

THENCE S 87°55'30" E, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 86.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.73 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 557+97.02 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,203,935.17, E:3,059,759.68) and the southwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, with the proposed west right-of-way line of said Bagdad Road, over and across said remainder of a called 99.57 acre tract, the following five (5) courses and distances numbered 1-5:

1) N 43°14'37" E, a distance of 60.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of Bagdad Road E.C.S. 558+40.24,

2) N 01°25'43" W, a distance of 663.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 125.96 feet left of Bagdad Road E.C.S. 564+96.82,

3) N 01°26'02" E, a distance of 200.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.63 feet left of Bagdad Road E.C.S. 567+01.01,

4) N 01°25'43" W, a distance of 600.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.99 feet left of Bagdad Road E.C.S. 573+05.96, and

5) N 04°16'55" E, a distance of 53.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 119.42 feet left of Bagdad Road E.C.S. 573+58.91 on the north line of said remainder of a called 99.57 acre tract, same being the south line of a 126.90 acre tract of land, described as Tract No. 1 in said deed to JBS Holdings, LP, said point being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said remainder of a called 99.57 acre tract and the southwest corner of said 126.90 acre tract bears S 69°01'35" W, a distance of 2,862.97 feet;

6) **THENCE** N 69°01'35" E, continuing with the proposed west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 126.90 acre tract, a distance of 91.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 32.96 feet left of Bagdad Road E.C.S. 573+89.11 on the existing west right-of-way line of Bagdad Road, no record information found, for the northeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 5/8-inch iron rod found on the existing west right-of-way line of said Bagdad Road, for the most easterly northeast corner of said 126.90 acre tract bears N 02°13'31" W, a distance of 754.50 feet;

THENCE departing both the proposed west right-of-way line of said Bagdad Road, with the existing west right-of-way line of said Bagdad Road, the following two (2) courses and distances numbered 7-8:

7) S 02°13'31" E, a distance of 354.59 feet to a calculated point 29.83 feet left of Bagdad Road E.C.S. 570+34.54, and

8) S 02°01'22" E, a distance of 1,234.82 feet to a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found 14.34 feet right of Bagdad Road E.C.S. 557+98.85, for the northeast corner of said 6.829 acre tract, the southeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the existing west right-of-way line of said Bagdad Road, for the southeast corner of said 6.829 acre tract bears S 02°01'22" E, a distance of 127.44 feet;

9) **THENCE** S 87°55'30" W, departing the existing west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 162.08 feet to the **POINT OF BEGINNING**, and containing 3.854 acres (167,874 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 using a combined scale factor of 1.000140

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

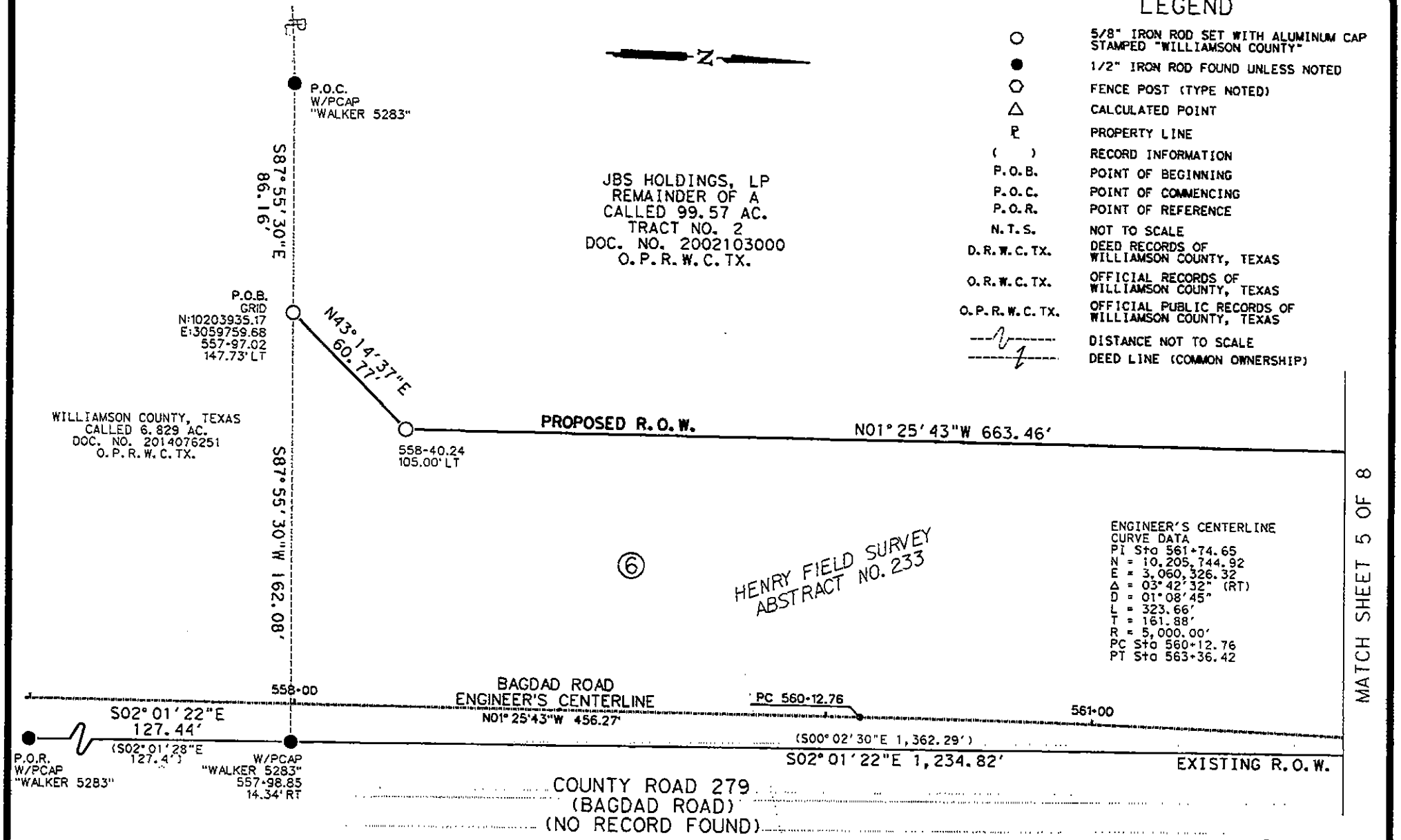
That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17th day of May, 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





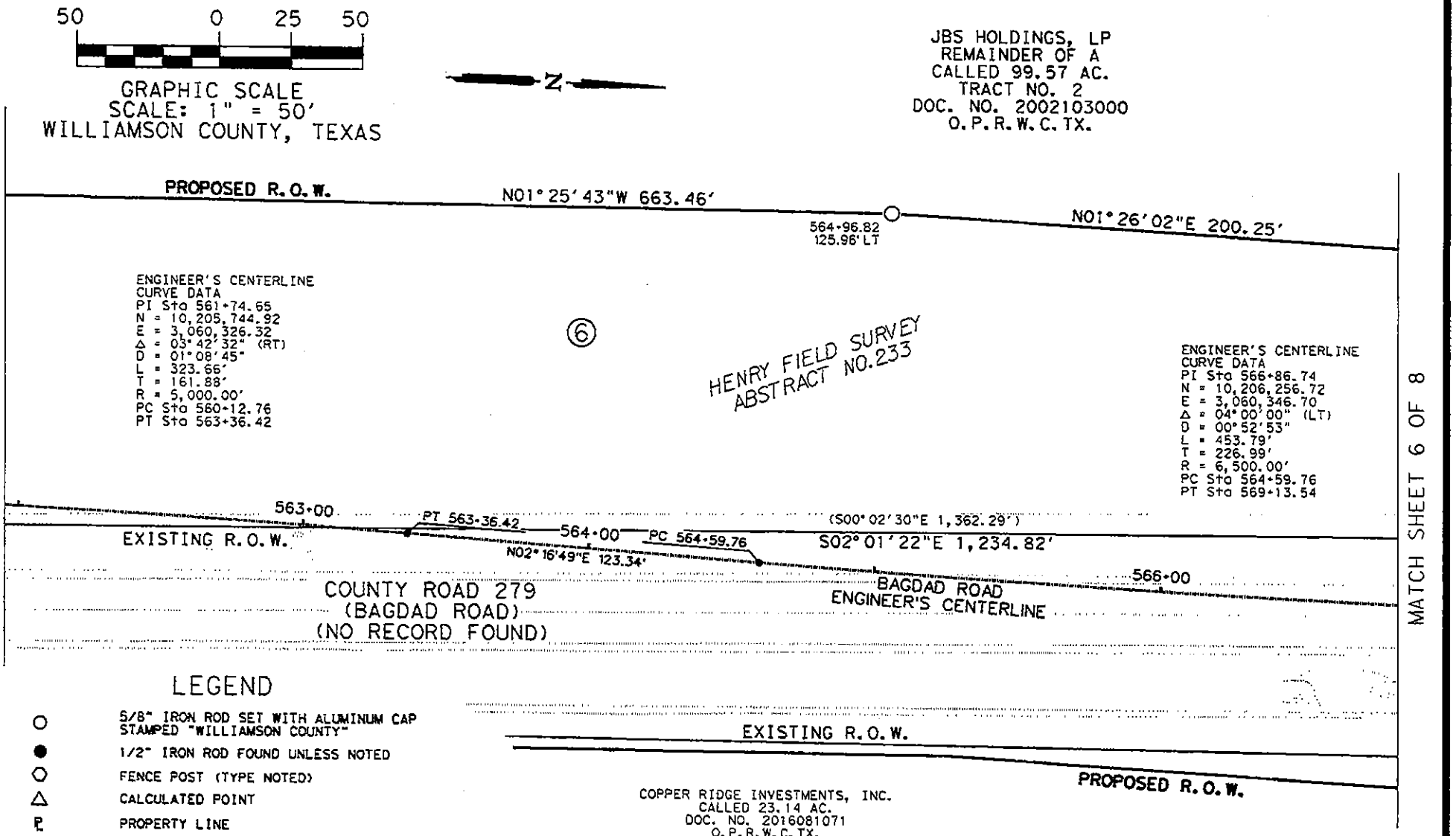
REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_1.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 SQ. FT.)



LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	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
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)

REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_2.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

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ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 566+86.74
N = 10,206,256.72
E = 3,060,346.70
Δ = 04°00'00" (LT)
D = 00°52'53"
L = 453.79'
T = 226.99'
R = 6,500.00'
PC Sta 564+59.76
PT Sta 569+13.54

JBS HOLDINGS, LP
REMAINDER OF A
CALLED 99.57 AC.
TRACT NO. 2
DOC. NO. 2002103000
O.P.R.W.C.TX.

N

50 0 25 50

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

MATCH SHEET 5 OF 8

MATCH SHEET 7 OF 8

L1

567+01.01
124.63' LT

N01°25'43"W 600.84'

PROPOSED R.O.W.

HENRY FIELD SURVEY
ABSTRACT NO.233

⑥

(S00°02'30"E 1,362.29')
S02°01'22"E 1,234.82'

EXISTING R.O.W.

570+34.54
29.83' LT

(S00°14'30"E 354.49')
S02°13'31"E 354.59'

569+00
PT 569+13.54

BAGDAD ROAD
ENGINEER'S CENTERLINE
N01°43'11"W 518.22'

571+00

DEED LINE

COUNTY ROAD 279
(BAGDAD ROAD)
(NO RECORD FOUND)

EXISTING R.O.W.

COPPER RIDGE INVESTMENTS, INC.
CALLED 23.14 AC.
DOC. NO. 2016081071
O.P.R.W.C.TX.
CORRECTED IN
DOC. NO. 2016092650
O.P.R.W.C.TX.

LEGEND

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---∿---	DISTANCE NOT TO SCALE
----/----	DEED LINE (COMMON OWNERSHIP)

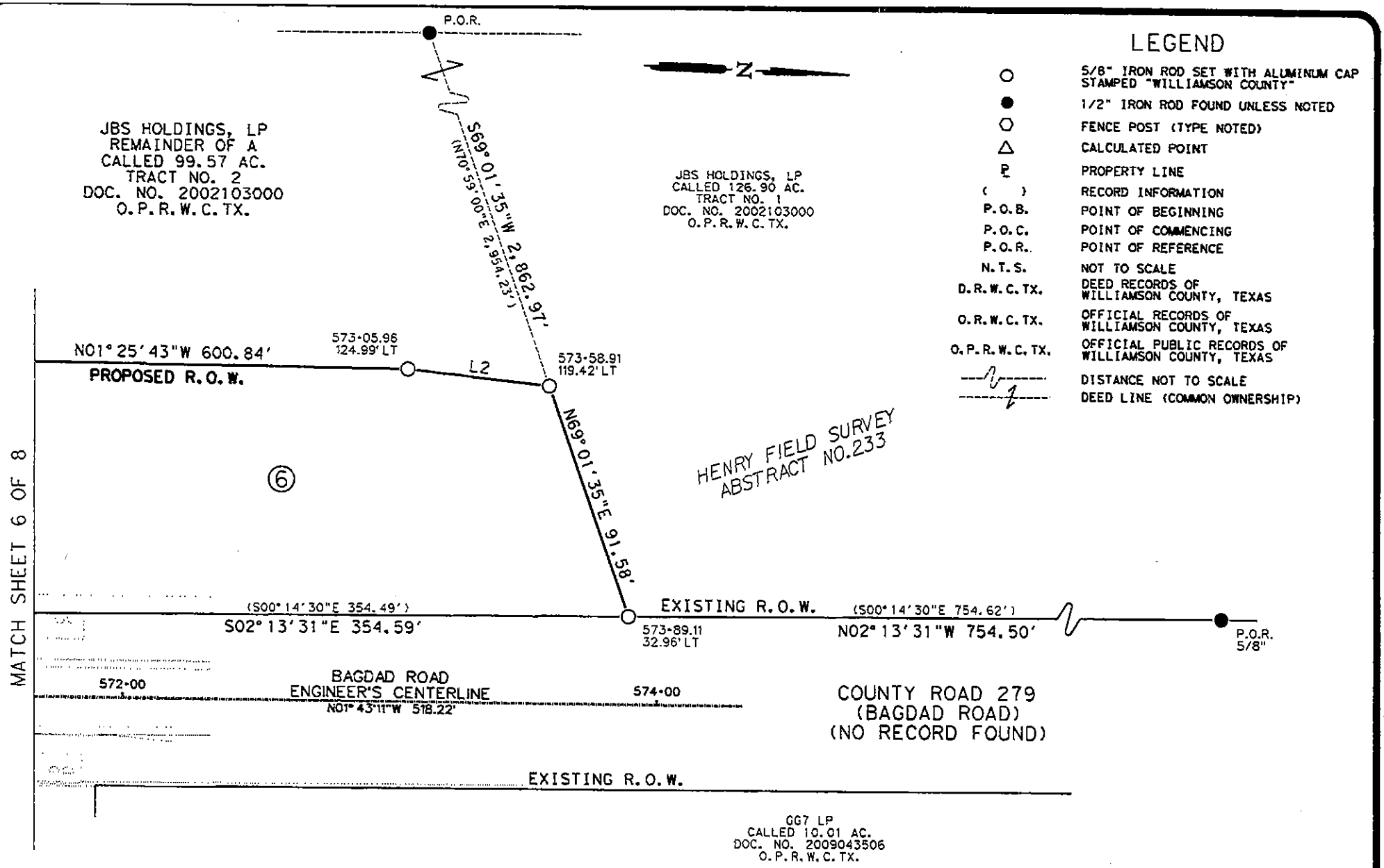
REF. FIELD NOTE NO. 32406

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O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---∿---	DISTANCE NOT TO SCALE
------|------	DEED LINE (COMMON OWNERSHIP)

REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_4.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

50 0 25 50

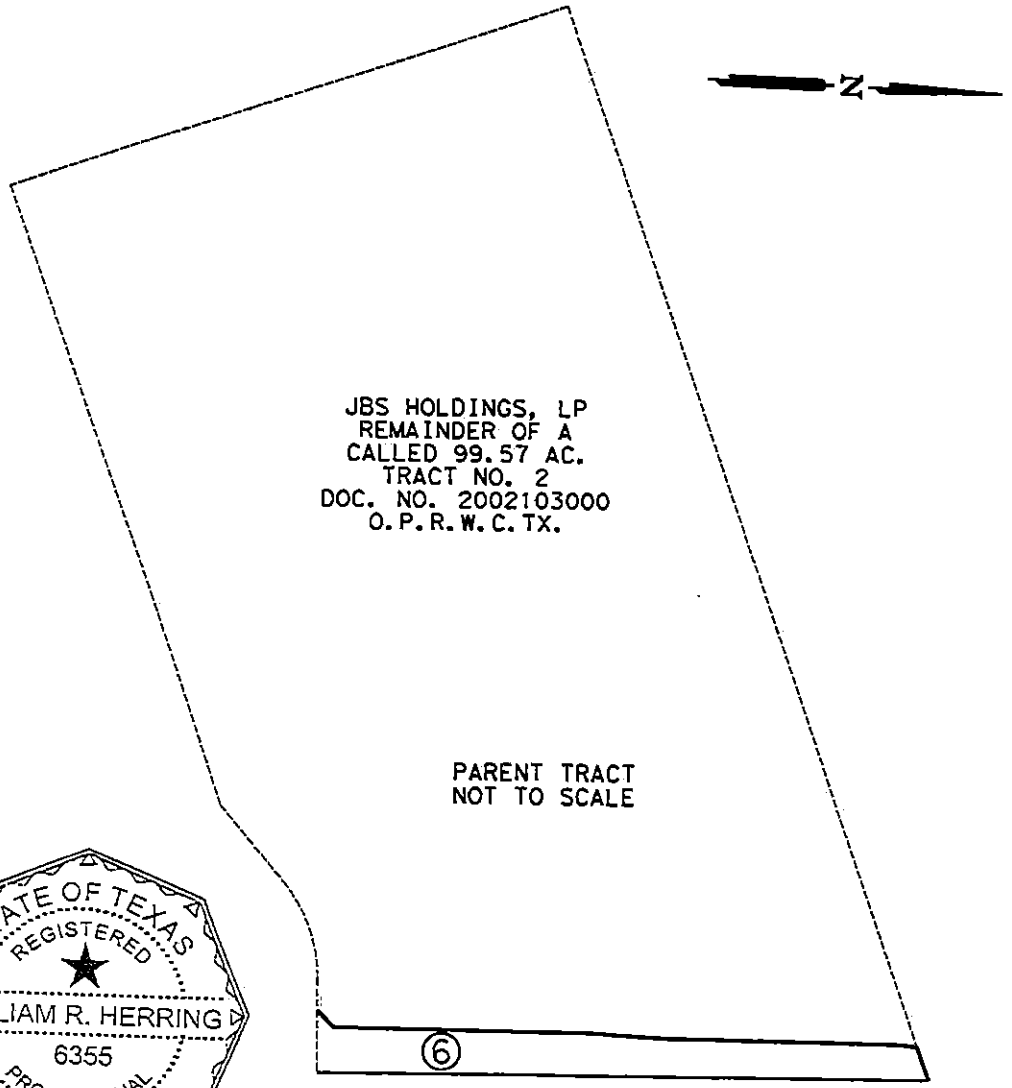
GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

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LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N01°26'02"E	200.25'
L2	N04°16'55"E	53.25'



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285062-GT, EFFECTIVE DATE FEBRUARY 2, 2017 AND ISSUED DATE FEBRUARY 8, 2017, NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.
3. BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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.

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

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

5/17/17
DATE

REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_4.dgn

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
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3.854 AC. (167,874 SQ. FT.)

Commissioners Court - Regular Session **26.**

Meeting Date: 03/06/2018

CR 200 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with James and Andrea Billingsley for right of way needed on the CR 200 project. (Parcel 7); Funding Source P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Billingsley Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:16 AM
Form Started By: Charlie Crossfield		Started On: 03/01/2018 10:10 AM
Final Approval Date: 03/01/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by JAMES BILLINGSLEY and ANDREA BILLINGSLEY (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 of land described as follows:

> All of that certain 0.104-acre (4,537 square feet) tract of land out of Lot 4, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 4 being conveyed to James Billingsley and Andrea Billingsley, husband and wife, by Deed Recorded in Document No. 2016027007, O.P.R.W.C., said 0.104 acres being more fully described by metes and bounds and accompanying sketch in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

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 and/or cost to cure for the remaining property of Seller shall be the sum of ELEVEN THOUSAND TWO HUNDRED EIGHTY and 00/100 Dollars ($11,280.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before February 28th, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

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.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of Seller.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Austin Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before February 28th, 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

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

(c) Any exceptions approved by Purchaser in writing.

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

(2) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(3) 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;

(b) Pay the costs of Closing as required by this Contract.

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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By: James Billingsley
JAMES BILLINGSLEY

Address: 104 Sarah's Lane
Liberty Hill, TX. 78642

By:
ANDREA BILLINGSLEY

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

Date:_____

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

Commissioners Court - Regular Session **27.**

Meeting Date: 03/06/2018

Conservation Easement

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the county judge to sign a Conservation Easement and the Sun City Texas Preserve Operation, Management and Monitoring Plan between Sun City Texas Community Association, Inc. and Williamson County, as trustee for the Williamson County Conservation Foundation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sun City Conservation Easement

Operations Management and Monitoring Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	03/01/2018 11:31 AM
Commissioner Pct. 3 (Originator)	Rachel Rull	03/01/2018 11:35 AM
Form Started By: Rachel Rull		Started On: 03/01/2018 10:33 AM
Final Approval Date: 03/01/2018		

CONSERVATION EASEMENT

This CONSERVATION EASEMENT made by and between SUN CITY TEXAS COMMUNITY ASSOCIATION, INC. ("Grantor") and WILLIAMSON COUNTY, as trustee for WILLIAMSON COUNTY CONSERVATION FOUNDATION ("Grantee") this 28th day of February, ~~2018~~ 2018

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property, that has ecological, scientific, educational, and aesthetic value in its present state as a natural area that has not been subject to development or exploitation, is located in Williamson County, Texas, and is more particularly described in Exhibit "A", attached hereto.

B. Grantor intends that the Conservation Values (defined below) of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with such Conservation Values.

C. Grantor further intends to convey and hereby conveys to Grantee the right of ingress, egress, and access to the Property for the sole purpose of allowing Grantee to conduct the activities set forth in the Management Plan (defined below).

D. Grantor and Grantee acknowledge that the Property described in Exhibit A has been conditionally recognized as a Karst Fauna Area (KFA) as per letter from US Fish and Wildlife dated 7/5/16 and this agreement constitutes a condition of fulfillment of that KFA recognition.

E. The Grantor and Grantee have the common purpose of conserving the Conservation Values of the Property in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resource Code and Grantor and Grantee wish to avail themselves of the provisions of that law.

F. Grantee intends that the Property be considered a karst fauna area (KFA) and that such KFA is a component part of Grantee's Habitat Conservation Plan on file with the Service.

DEFINITIONS

"Conservation Easement" means this conservation easement granted Grantee to conserve biological resources and to impose certain restrictions with respect to the relevant Property (defined below).

"Conservation Values" means the benefit of preserving Karst Invertebrates ("**KIs**") and the Property to the GCWA (golden-cheeked warbler), BCVI (black-capped vireo), and GTS (Georgetown salamander), and the natural, scenic, and open space characteristics of the Property.

"ESA" means the Federal Endangered Species Act (16 U.S.C. § 1531 et seq.) and all regulations

promulgated pursuant to the ESA.

"Management Plan" means the Operation, Management, and Monitoring Plan submitted by the Williamson County Conservation Foundation and on file with the Service.

"Property" means the tract of real property situated in Williamson County, Texas, containing 81.719 acres and described in Exhibit A.

"Service" means the United States Fish and Wildlife Service.

"Third Party Beneficiaries" means TPWD (defined below) and the Service.

"TPWD" means the Texas Parks and Wildlife Department.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions, and restrictions contained herein and in return for Ten and no/100 Dollars ($10) and other good and valuable consideration paid by Grantee to Grantor, the Grantor hereby gives, grants, bargains, sells, and conveys unto the Grantee a Conservation Easement in perpetuity over the Property of the nature and character as follows:

1. Protecting Conservation Values. Grantor shall not take any action or make any improvements to the Property that unreasonably jeopardizes the Conservation Values. However, unless specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Further, nothing shall prevent Grantor from building additional trails on the property together with infrastructure commonly associated with such; and nothing shall prevent Grantor from installing utilities or granting utility easements over any portion of the Property; provided; Grantor shall use reasonable care with any new easement grant or installation, or trail installation, to avoid adversely effecting KFA status. Grantor shall seek the advice of Grantee prior to the installation of any said trails, utilities or other improvements to insure that the KFA status is not impaired.

2. Grantor's Obligations.

   2.1 Grantor will comply with the terms of this Conservation Easement and cooperate with the Grantee and Third Party Beneficiaries in the protection of this Property.

   2.2 Grantor shall undertake reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.

2.3 Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.

2.4 To the extent allowed by law, Grantor and successors in interest shall be allowed to apply for currently existing designations or exemptions with regard to taxation or assessment of the Property or which may be enacted in the future. This Conservation Easement shall be without prejudice to Grantors' and successors' in interest rights to receive such designations.

2.5 As may be appropriate, Grantor will cooperate with Grantee and the City of Georgetown, Williamson County, Texas, in allowing such access as contemplated hereunder. No public access will be available except as expressly allowed herein. Grantee's representatives may access the Property to conduct activities contemplated hereby as further described in Section 5.2 and in the Management Plan. Notwithstanding, any access involving five or more persons visiting the Property together or at the same time must be pre-arranged and approved in writing by Grantor. For example and without limitation, school field trips to the Property must be pre-arranged and approved by Grantor.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement and associated Management Plan is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in Section 4 below:

3.1 Construction. Except as otherwise provided herein, except for temporary photography blinds/observation platforms, there shall be no placement or construction of structures or other improvements on or above the Property; including, without limitation, a tennis court or other recreational court or field, landing strip, building, mobile home, swimming pool, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, golf course, tower, conduit line, or sodium vapor light. Notwithstanding, Grantor retains the express right to erect boundary fencing and gates on the property in Grantor's discretion. To the extent reasonably necessary to allow Grantee access to the Property, Grantor will facilitate Grantee access through any gate if such gate is locked.

3.2 Surface Alteration. Except as otherwise provided herein, there shall be no ditching, draining, construction of dikes, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, on or below the surface of the Property unless the Grantee and Third Party Beneficiaries give prior written consent.

3.3 Vegetation Alteration. Except as otherwise provided herein, there shall be no use of bulldozers, root plowing, and/or chaining unless the Grantee and Third Party Beneficiaries give prior written consent. All vegetation alteration will be in accordance with guidelines set forth in the Management Plan, if any. Grantor must

not introduce or knowingly allow non-native vegetation onto the Property. Grantor shall have no affirmative obligation to detect non-native vegetation.

3.4 Chemicals. The use of pesticides or biocides, including, but not limited to, insecticides, fungicides, rodenticides, herbicides is prohibited, except as expressly approved by Grantee and Third Party beneficiaries in writing.

3.5 Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as landfill or dredging spoils.

3.6 Soil and Hydrology. Except as otherwise allowed herein, there shall be no use on the Property or activity that causes or is likely to cause soil degradation, erosion, or siltation. Alteration depletion, extraction or pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies on the Property is prohibited. Except as otherwise provided herein, Grantor shall not transfer, encumber, lease, sell or otherwise sever such rights from title to the Property itself without the written approval of the Grantee and Third Party Beneficiaries.

3.7 Vehicles. There shall be no operation of dune buggies, motorcycles, or all-terrain vehicles on the Property unless otherwise specified herein or in the Management Plan or unless reasonably necessary for the maintenance of allowed improvements (for example and without limitation, walking trails) on the Property.

3.8 Subdivision. The Property may not be divided, partitioned, or subdivided except as a unit containing the entire Property in order to segregate it from the remainder of Grantor's property or to provide for the dedication of, in Grantor's discretion, a road/right of way easement(s) to the City of Georgetown or in the Association's discretion to deed a portion of the Property for a roadway to the City of Georgetown. Except as provided herein, the Property, for the benefits of this Conservation Easement, shall remain as an undivided approximately 81.719 acre tract in perpetuity.

3.9 Density. Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.

3.10 Commercial Activity. Except as provided for in Section 4.7, there shall be no commercial or industrial use of, or activity on, the Property unless written approval is obtained from both the Grantee and Third Party Beneficiaries.

4. Grantor's Reserved Rights. The Grantor hereby reserves the following rights without limitation:

4.1 Waterway maintenance. The removal of downed trees, vegetation or other obstructions to the unimpeded flow of Berry Creek, representing a portion of the boundary of this property, shall be the responsibility of the Grantor and access to such equipment or activities related to these activities shall be retained by the Grantor provided all existing waterway embankments and boundaries shall not be otherwise modified.

4.2 General. All rights, title, interest in, and use of the Property not specifically granted to Grantee and Third Party Beneficiaries in this Conservation Easement is retained by Grantor.

4.3 Trail. Grantor may construct and maintain additional pedestrian trails through the Property. Such trails, if constructed, will be similar in size, quality and material to the trails on the Property existing at the time of execution of this agreement and shall be maintained to a similar standard as the other trails on the Property. Equipment access to the property related to these purposes of construction or maintenance shall be retained by the Grantor.

5. Grantee's Rights and Access Easement.

5.1 Right of First Refusal. Grantor hereby grants to Grantee, its successors, legal representatives and assigns a right of first refusal (the "Right") to acquire the fee simple interest in the Property at such time if ever Grantor (including Grantor's assigns, subsidiaries, parents, affiliates or successors in interest with respect to the Property) ever desire to sell such Property (or any portion thereof) to any other party. In the event Grantor receives from any other party a bona-fide offer to purchase the Property (or any portion thereof) on terms that are acceptable to Grantor (the "Offer"), Grantor shall, as a condition precedent to its right to consummate such sale or ground lease, deliver to Grantee a written notice (the "Offer Notice") which sets forth in reasonable detail the terms and provisions of such proposed sale or ground lease, including a copy of the Offer. The Offer Notice must be given not less than sixty (60) days prior to the anticipated closing date of such sale. Grantee shall have the option, for a period of thirty (30) days after receipt of the Offer Notice, to elect to accept such sale or ground lease on substantially the same terms and conditions as are set forth in the Offer Notice. Such election shall be by delivery of written notice to Grantor prior to the expiration of such 30-day period. If Grantee does not exercise such option prior to the expiration of such 30-day period, Grantee shall be deemed to have elected to decline the Offer, and Grantor shall, for a period of one hundred eighty (180) days following the expiration of such 30-day period (or such longer period as may be agreed upon by the parties), be free to consummate such sale referred to in the Offer Notice strictly in accordance with the terms of the Offer Notice. If such transaction is not completed within such 180-day period, Grantor

must again comply with the provisions of this Section in connection with any proposed sale or ground lease of the Property (or portion thereof).

5.2 Right of Access to Property for Management Plan Activities and Enforcement. To accomplish the purpose of this Conservation Easement, Grantor hereby further conveys to Grantee, subject to the terms herein,the right of ingress, egress, access, and entry to the Property at all reasonable times for the purposes of (a) conducting any and all activities on the Property pursuant to the Management Plan, including without limitation, inspecting, managing, monitoring, and conducting fire ant treatments; (b) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (c) conducting surveys and other scientific observations or studies, copies of which studies shall be provided to Grantor upon written request by Grantor; (d) enforcing the terms of this Conservation Easement; and (e) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.

6. Third Party Beneficiaries' Rights. This Conservation Easement creates rights of third party enforcement by US Fish and Wildlife Service, Department of the Interior as evidenced by the Williamson County Regional Habitat Conservation Plan and as permitted under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit") and the Williamson County Conservation Foundation. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Third Party Beneficiaries by this Conservation Easement:

6.1 Right to Protect. The right to preserve and protect the Conservation Values of the Property in accordance with the terms of this Conservation Easement.

6.2 Right of Entry. The right to enter the Property at all reasonable times and with prior notice to Grantor for the purposes of: (a) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof as allowed hereunder.

6.2 Enforcement. Subject to the terms herein, the right to prevent any activity on or use of the Property that is inconsistent with the terms of this Conservation Easement and to require to the extent permitted hereunder the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

7. Discretionary Consent. The Grantee's and Third Party Beneficiaries' consent for activities otherwise prohibited in this Conservation Easement, or for any activities requiring Grantee's and Third Party Beneficiaries' consent, may be given under the following conditions and

circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in this Conservation Easement are deemed desirable by all, the Grantor, the Grantee, and Third Party Beneficiaries, the Grantee and Third Party Beneficiaries may, in their sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's and Third Party Beneficiaries' consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee and Third Party Beneficiaries to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee and Third Party Beneficiaries may give their permission only if they determine, in their sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Third Party Beneficiaries and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities on the Property, except as outlined in this Conservation Easement.

8. Habitat Management. The habitat on the Property will be managed for the benefit of KIs, and other species in accordance with the Management Plan.

9. Costs and Liabilities. Except as otherwise provided in this Agreement or the Management Plan, including without limitation, the Grantee's obligation to conduct or pay for operation and maintenance of the Property as more particularly described in the Management Plan, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage. Grantee shall maintain its own general liability insurance coverage.

   To the extent allowed by law, each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

10. Taxes. The Grantor shall pay any real estate taxes or other assessments levied on Grantor's interest in the Property. If the Grantor becomes delinquent in payment of taxes or assessments, so that a lien is created against the Property and public notice of sale is posted and written notice thereof is given to Grantor, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Conservation Easement.

11. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. This conveyance is subject to all

easements, rights of way, reservations, mineral severances, covenants, conditions, restrictions, and other title exceptions of record which affect the Property. The Grantor shall provide notice to Grantee and to Third party Beneficiaries in the event that title to the Property is transferred.

12. Hazardous Waste. To the best of Grantor's knowledge without diligent inquiry, Grantor covenants, represents and warrants to the Grantee that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property.

13. Grantee's and Third Party Beneficiaries' Remedies. If the Grantee or Third Party Beneficiaries become aware of a violation of the terms of this Conservation Easement, the Grantee or Third Party Beneficiaries shall give notice to the Grantor, at the Grantor's last known address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and to restore the Property to its previous condition. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Property's condition at the time of this grant. Failure by the Grantor to abate the violation and take such other corrective action as may be requested by the Grantee and Third Party Beneficiaries within thirty (30) days after receipt of such notice shall entitle the Grantee or Third Party Beneficiaries to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its previous condition; to enjoin the non-compliance by ex parte, temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any actual damages arising from the noncompliance. Such damages, when recovered, must be applied by the Grantee to corrective action on the Property. If the court or arbitration process determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, mediation, arbitration, court costs and reasonable attorney's fees.

13.1 Emergency Enforcement. If the Grantee or Third Party Beneficiaries, in their reasonable discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee or Third Party Beneficiaries may pursue remedies under this paragraph with prior notice to the Grantor by personal communication, telephone, or otherwise described herein, but without waiting for the period for cure to expire.

13.2 Failure to Act or Delay. The Grantee and Third Party Beneficiaries do not waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement and associated Management Plan by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Grantee and Third Party Beneficiaries, their successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

13.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee or Third Party Beneficiaries to institute any enforcement proceedings against the Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, Grantor agrees to give Grantee and Third Party Beneficiaries timely notice of such acts as soon as Grantor becomes aware of such, and, upon request by the Grantee, to join in any suit or, at the election of the Grantor, to appoint the Grantee as its attorney-in-fact for the purposes of pursuing enforcement action.

14. Dispute Resolution. If a dispute arises between Grantor, Grantee and/or Third Party Beneficiaries, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the decision tendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the mediation and arbitration requirements of this Section 14, for any violation of the terms of this Conservation Easement that might cause temporary or permanent damage to the Conservation Values of the Property, the provisions of Section 13 regarding injunctive relief for Grantee and Third Party Beneficiaries shall control over this Section 14.

15. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.

16. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Property.

17. Merger. The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

18. Assignment. The parties hereto recognize that the benefits of this easement are in gross and assignable. Any assignment shall be to a qualified organization, as that term is defined in Section 170(h)(3) of the IRC of 1986, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(3) of the IRC and committed to hold the easement solely for the conservation purposes that the contribution was originally intended to advance. Grantor and Third Party Beneficiaries must give written approval of the organization prior to assignment.

If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or

applicable state law, upon motion of Grantor, Grantee, Third Party Beneficiaries or an interested third party, a court of competent jurisdiction shall transfer this Conservation Easement and associated Management Plan to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement and associated Management Plan. In the event that Grantee is unable to fulfill its responsibilities as the holder of this Conservation Easement and associated Management Plan, Grantee will attempt to cooperate with Grantor and Third Party Beneficiaries to identify and select a substitute organization that is acceptable to Grantor and Third Party Beneficiaries.

If the Grantee ceases to exist or no longer qualifies to hold the conservation easement, the Grantee shall notify the Third Party Beneficiaries. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiaries regarding the nature of such instructions.

19. Extinguishment. The Grantor agrees that, at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee.

When a change in conditions takes place that makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, or subsequent subgrantees, shall request disposition of the Property in accordance with 43 C.F.R. §12.71.

Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with the disposition instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiaries regarding the nature of such disposition instructions.

20. Miscellaneous Provisions.

20.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

20.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in

the context of its use. The term "Grantee" shall include Williamson County, Texas, and its successors and assigns.

20.3 Rerecording. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement; and Grantor appoints the Grantee its attorney-in-fact for the purpose of filing, recording and rerecording, if necessary, any instrument pursuant to this Conservation Easement. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

20.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part or this Conservation Easement and shall have no effect upon construction or interpretation.

20.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

20.6 Legislative Changes. All references to state and Federal laws shall be applicable to similar successor provisions as may be hereinafter enacted from time to time.

20.7 Notices. Notices required in this Conservation Easement shall be sent by registered or certified mail to the addresses below or to such address as may be hereafter specified by notice in writing.

If to Grantor:

with a copy to: Sun City Texas Community Association
2 Texas Dr. Building A.
Georgetown, TX 78633
Attn: Jim Ramine, Executive Director
Phone: (512) 948-7703
Fax: (512) 948-7681

If to Grantee: WILLLIAMSON COUNTY
Attn: Gary Boyd
219 Perry Mayfield
Leander, TX 78641

Phone: (512) 943-1921
wccf@wilco.org

with a copy to:

Charlie Crossfield
309 E. Main Street
Round Rock, Texas 78664
Phone: (512) 255-8877
Fax: (512) 255-8986

If To Third Party Beneficiary:
U.S. Fish and Wildlife Service
Austin Ecological Services Field Office
10711 Burnett Road, Suite 200
Austin, Texas 78758
Attn: Field Supervisor
Phone: (512) 490-0057

20.8 Federal Appropriations. The duties of the Third Party Beneficiaries to carry out its obligations pursuant to this Conservation Easement and associated Management Plan shall be subject to the availability of appropriated funds.

20.9 Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor, Grantee, and Third Party Beneficiaries.

20.10 Endangered Species Act. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement and associated Management Plan (or in general) must comply with all appropriate local, state, and Federal statutes including, but not limited to, the ESA.

20.11 Federal Interest, Non-discrimination. So long as the Property is managed by Williamson County for the purpose for which it was acquired Williamson County is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972. Further, Williamson County agrees, to the extent required by law, that no individual will be turned away or otherwise denied access to or benefit from any program on the Property or activity that is directly associated with a program on the Property on the basis of race, color, national origin, age and sex (in educational activities) or disability.

20.12 Effective Date. This Conservation Easement shall not become effective and binding until (i) the Service executes and/or approves the initial Management Plan, and (ii) this Conservation Easement is fully executed by Grantor and Grantee.

22.14 Conservation Easement Governing Document. In the event of any conflict between any term or provision of this Conservation easement and the Management Plan, the Conservation Easement controls.

Executed on this 28th day of February, ~~2017~~ 2018.

GRANTOR:
SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.

By: _____
Name: Jim Romine
Title: Executive Director

GRANTEE:
WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

(Acknowledgments on the following page.)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 28th day of February, 2017~~8~~ by Jim Romine, on behalf of the SUN CITY

TEXAS COMMUNITY ASSOCIATION, INC.



Notary Public
My Commission Expires: 07/24/2018

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2017, by _____, on behalf of Williamson County.

Notary Public
My Commission Expires: _____

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

conservation easement 10-17.doc

SUN CITY TEXAS PRESERVE

OPERATION, MANAGEMENT, AND MONITORING PLAN

This SUN CITY TEXAS PRESERVE OPERATION, MANAGEMENT, AND MONITORING PLAN ("Management Plan") is made by and among Williamson County, Texas ("County"), Williamson County Conservation Foundation ("WCCF") and the Sun City Texas Community Association, Inc. ("Sun City") (WCCF, Sun City and County collectively called the "Parties"), on the date set forth below. For specific management activities and practices currently in place see the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan (SWCA 2015).

1. GENERAL

1.1 Sun City Preserve Conservation Easement. The Parties acknowledge and agree that they enter into this Management Plan in connection with that certain Sun City Conservation Easement ("Conservation Easement") of even date from Sun City, as Grantor, to the County, as Grantee, with the United States Fish and Wildlife Service ("USFWS") and Texas Parks and Wildlife Department ("TPWD") as Third Party Beneficiaries thereto.

1.2 Performance of Monitoring, Operation and Management, Periodic Review, and Related Items. The Parties agree that unless otherwise expressly provided herein, WCCF will be responsible for funding and performing (or causing to be performed) the Monitoring, Operation and Management, Periodic Review, and related items including all items referenced in paragraph #2 below (collectively, the "Conservation Actions") set forth in this Management Plan, as it may be amended from time to time.

1.3 Periodic Review. The Parties recognize and acknowledge that the physical environmental conditions of the Property (that 81.719 acre tract as defined in the Conservation Easement) can change over time due to a variety of factors and that technological advancements and other new information with regard to management practices may be available in the future. Accordingly, to ensure that the conservation purposes set out in the Conservation Easement and this Management Plan continue to be satisfied, the Parties agree that this Management Plan should be reviewed at least every five years. The Management Plan can be modified at any time provided such changes do not violate the conservation purposes of the Conservation Easement and either enhance or do not impair such conservation purposes. Any modification of the Management Plan requires the unanimous agreement of the Parties and must be in writing and executed by duly authorized representatives of each party.

1.4 Conservation Easement Governing Document. In the event of any conflict between any term or provision of the Conservation Easement and this Management Plan, the Conservation Easement controls.

2. MONITORING AND MANAGEMENT

Monitoring and management of the Sun City Preserve will be conducted according to the terms and conditions of the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan. This plan has been reviewed and approved by the USFWS and is currently in effect for other karst preserves managed by the WCCF. In summary the plan includes the following components:

2.1 Routine monthly preserve inspections include checking for the following:

(a) Signs of vandalism, unauthorized entry, and trash dumping.

(b) Damage to vegetation within the Sun City preserve.

(c) Presence of red imported fire ants (RIFA) proximal to the Sun City main entrance within the preserve.

(d) Installation and periodic inspection of easement.

2.2 Annual biological monitoring of caves containing listed species

Adaptive management is an integrated method for addressing uncertainty. Adaptive management of the Sun City preserve will enable management efforts to be focused on observed changes within or affecting Sun City. Adaptive management may require some tasks to be executed more often than projected. If management is demonstrated to be ineffective, the operation, management, and monitoring of the preserve will, subject to available funding, adjust accordingly.

The results of the biospeleological surveys, RIFA treatment program, and all other operation and maintenance activities will be compiled in an annual report and submitted to Williamson County, the Williamson County Conservation Foundation, the Service, and TPWD.

4. PEDESTRIAN TRAIL

4.1 Sun City will maintain to a standard suitable to Sun City and for the sole use of Sun City residents and their guests the existing trails in the Conservation Easement, and may construct and maintain additional pedestrian trails and fencing on the Property as further described in the Conservation Easement.

5. TAXES

Sun City will continue to be responsible for all ad valorem taxes, if any, for properties owned by Sun City.

WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

WILLIAMSON COUNTY CONSERVATION FOUNDATION

By: _____
Name: _____
Title: _____

SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.

By: _____
Name: Jim Romine
Title: Executive Director

Managementplan10-17

Commissioners Court - Regular Session **28.**

Meeting Date: 03/06/2018

BTCS ILA for Crisis Stabilization Unit

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Funding Agreement with Bluebonnet Trails Community Services for mental health services and a 12-bed Crisis Stabilization Unit in Williamson County.

Background

This is an updated funding agreement that details Williamson County's pay schedule to Bluebonnet Trails Community Services for the 12-bed Crisis Stabilization Unit. The monthly amount will be $42,750.00 not to exceed $513,000.00 per year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HB 13 Funding Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 04:26 PM
Form Started By: Rachel Rull		Started On: 02/15/2018 10:10 AM
Final Approval Date: 03/01/2018		

MENTAL HEALTH SERVICES
FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on February 6, 2018 and shall terminate on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and

conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agency hereby agrees to accept the Funds in the amount of $42,750.00 for performance of the public purpose described in the attached Exhibit "A." For the remainder of the County's fiscal year 2018, the monthly amount will be paid to Agency for the months of February-September for the total of $342,000.00. Commissioners Court will consider an annual renewal in the amount of $42,750 per month not to exceed $513,000 per year.

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

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

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 2018.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
109 N. Georgetown Street
Round Rock, Texas 78664
Attn: Executive Director

Telephone: (512) 244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Dan Gattis

Title: County Judge

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. To further serve this population, Williamson County is supporting the request of Bluebonnet Trails Community Services through House Bill 13 legislation approved during the 85th Texas Legislature to provide a 12-bed Crisis Stabilization Unit in Williamson County.

Commissioners Court - Regular Session **29.**

Meeting Date: 03/06/2018

EMS and MOT would like to partner with WCCHD to meet DSRIP measures for DY7-DY8.

Submitted For: John Sneed **Submitted By:** Kelly Luna, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to review the submitted outcome measures for DY7-DY8 DSRIP projects.

Background

The way DSRIP and DSRIP projects are structured for DY7-DY8 is drastically different than the previous DSRIP model. Under the new DSRIP model and after extensive work sessions, L1-241 "Decrease mental health admissions and re-admissions to criminal justice settings such as jails or prisons" is the project that Williamson County would be able to successfully complete to pull down the $1.2 million dollars in DSRIP funding. The bundle/project would require us to expand our already successful jail diversion initiatives. MOT will perform the main portion of the project, while EMS (CHP) will provide care in the overall collaboration with WCCHD to help them meet their project goals/metrics.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:16 AM
EMS (Originator)	Michael Knipstein	03/01/2018 10:24 AM
EMS (Originator)	Michael Knipstein	03/01/2018 11:03 AM
Form Started By: Kelly Luna		Started On: 03/01/2018 09:33 AM
Final Approval Date: 03/01/2018		

Commissioners Court - Regular Session **30.**

Meeting Date: 03/06/2018

Temporary Road Closures For Filming

Submitted For: Dan Gattis **Submitted By:** Connie Watson, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on temporarily closing the following roads during the stated times for Stalwart Films to shoot a TV series for AMC Television: 1. CR 434 Bridge between CR 436 and CR 438 South East of Thrall on March 13, 2018 from 9 a.m. to 4 p.m., March 14, 2018 from 5 a.m. to 10 p.m. and March 15, 2018 from 5 a.m. to 10 p.m. 2. CR 438 between CR 434 and FM 112 South East of Thrall from 5 a.m. until 10 p.m. on March 12, 2018; and 3. CR 366 between Chandler Rd and HWY 29 North West of Taylor near the San Gabriel River Crossing from 10 a.m. until 10 p.m. on March 12, 2018.

Background

Approval from adjacent property owners has been obtained by Stalwart Films at the request of Commissioner Madsen. The Williamson County Sheriff's Office has been contacted regarding the hiring of off-duty deputies to assist with the road closures if the closures are approved. Stalwart Films will provide insurance and name Williamson County as an additional insured. Stalwart Films traffic control plan has been reviewed and approved by the County Engineer's Office. Attached are notifications for the closures with maps.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 434 Closure

CR 438 Closure

CR 366 Closure

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Connie Watson		Started On: 03/01/2018 10:26 AM
Final Approval Date: 03/01/2018		

STALWART PRODUCTIONS
“BATS”



Stalwart Films would like to film a scene for the TV Series “Bats” in Williamson County on County Roads. We will need to close a portion of the road while filming. Any residents and guests within the closure would still maintain full access to their properties at all times, however we would like to detour all through traffic.

Proposed Filming Locations:

Filming on CR 434 Bridge between CR 436 and CR 438 south east of Thrall.

Proposed Date of Filming:
3/13/18, 9:00am - 4:00pm
3/14/18, 5:00am - 10:00pm
3/15/18, 5:00am - 10:00pm

We will have Williamson County Deputies assisting us with the closure. If you need to get through the closure please speak with the deputies and they will help you. If you have any questions or concerns please contact, Dustin Daniels - 281 798 3307

STALWART PRODUCTIONS
“BATS”



Stalwart Films would like to film a scene for the TV Series “Bats” in Williamson County on County Roads. We will need to close a portion of the road while filming. Any residents and guests within the closure would still maintain full access to their properties at all times, however we would like to detour all through traffic.

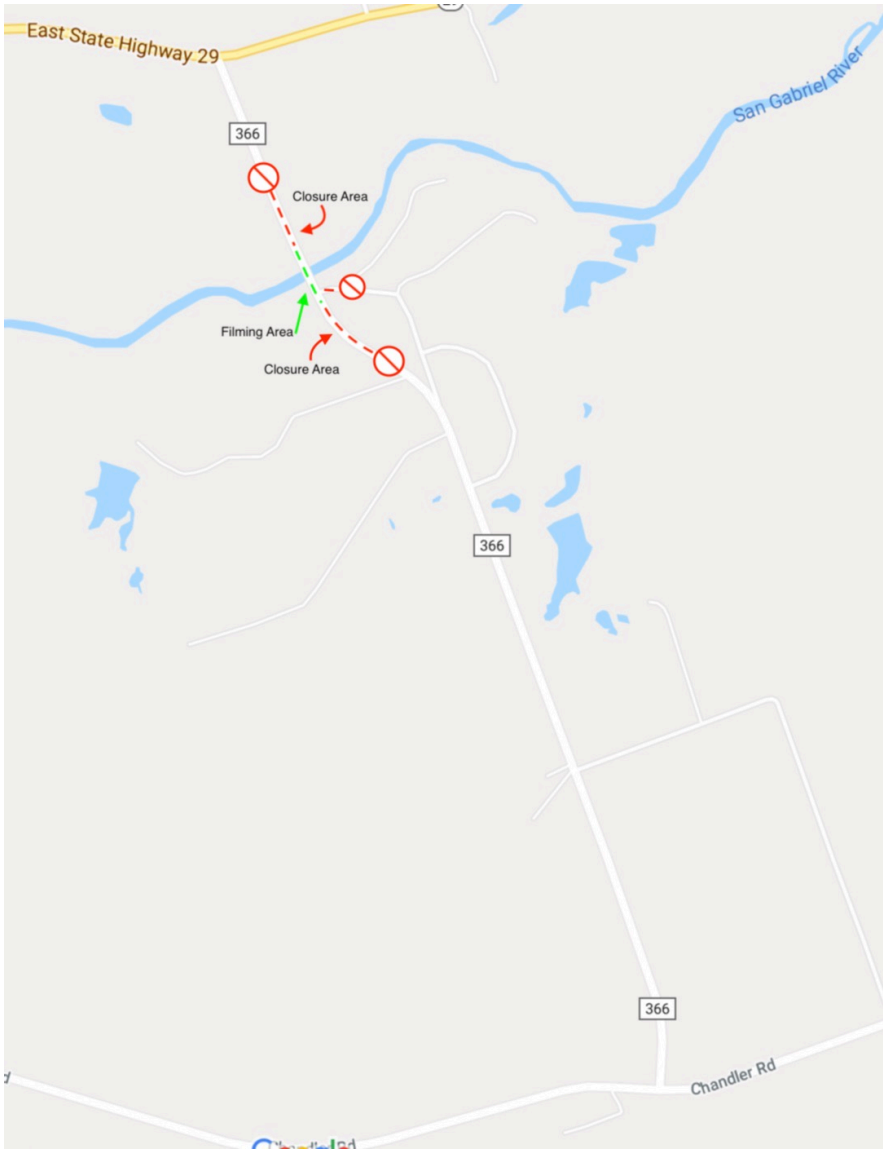
Proposed Filming Locations:

Filming on CR 438 between CR 434 and FM 112 south east of Thrall.

Proposed Date of Filming: 3/12/18, 5:00am - 10:00pm

We will have Williamson County Deputies assisting us with the closure. If you need to get through the closure please speak with the deputies and they will help you. If you have any questions or concerns please contact, Dustin Daniels - 281 798 3307

STALWART PRODUCTIONS
“BATS”



Stalwart Films would like to film a scene for the TV Series “Bats” in Williamson County on County Roads. We will need to close a portion of the road while filming. Any residents and guests within the closure would still maintain full access to their properties at all times, however we would like to detour all through traffic.

Proposed Filming Location: CR 366 between HWY 29 and Chandler Rd near the San Gabriel River Crossing

Proposed Date of Filming: 3/12/18 10:00am - 10:00pm

We will have Williamson County Deputies assisting us with the closure. If you need to get through the closure please speak with the deputies and they will help you. If you have any questions or concerns please contact, Dustin Daniels - 281 798 3307

Commissioners Court - Regular Session **31.**

Meeting Date: 03/06/2018

Traffic Signs, Hardware Posts and Markers contract renewal

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Traffic Signs Agreement #1702-140, for the same pricing, terms and conditions as the existing contract, for the term of March 21, 2018 - March 20, 2019, with Garden State Highway Products, Inc. for signs and roll goods; Pathmark Traffic Products of Texas and NSTS, LLC for hardware, posts and markers.

Background

This is the first extension for this contract. The Road and Bridge department submitted a Vendor Performance Report (VPR) for each vendor that reflects that each vendor met all county requirements on this contract, and requests to renew for the first renewal period. The funding source is 200.210.3553 and was included in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Garden State Highway Products, Inc renewal 1

Pathmark Traffic Products of Texas renewal 1

NSTS,LLC renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 10:52 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:58 AM
Form Started By: Dianne West		Started On: 02/21/2018 03:12 PM
Final Approval Date: 03/01/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road and Bridge
Vendor Name:	Garden State Highway Products, Inc.		
Vendor Address:	1740 E. Oak Road, Vineland, NJ 08361		
Purpose/Intended Use of Product or Service (summary):			
Traffic Signs and roll goods			
P.O./Contract Number:	1702-140	**Effective Date:**	03/21/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	03/20/2019
Requested By:	J. Terron Evertson, P.E.		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS FORM 1295
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	March 21, 2018 – March 20, 2019
Initial Contract Period	March 21, 2017 – March 20, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Garden State Highway Products, Inc.

Name Sharon L. Green

Title President

Signature _____

Date February 13, 2018

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road and Bridge
Vendor Name:	Pathmark Traffic Products of Texas		
Vendor Address:	4435 Hunter Road, San Marcos, TX 78666		
Purpose/Intended Use of Product or Service (summary):			
Traffic Hardware Posts and Markers			
P.O./Contract Number:	1702-140	**Effective Date:**	03/21/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	03/20/2019
Requested By:	J. Terron Evertson, P.E.		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS FORM 1295
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	March 21, 2018 – March 20, 2019
Initial Contract Period	March 21, 2017 – March 20, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Pathmark Traffic Products

Name Eddie Blakley

Title VP of Sales

Signature [signature]

Date 2/6/18

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road and Bridge
Vendor Name:	NSTS, LLC		
Vendor Address:	2331 N. State Hwy 46, #400, Sequin, TX 78155		
Purpose/Intended Use of Product or Service (summary):			
Traffic Hardware Posts and Markers			
P.O./Contract Number:	1702-140	**Effective Date:**	03/21/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	03/20/2019
Requested By:	J. Terron Evertson, P.E.		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS FORM 1295.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	March 21, 2018 – March 20, 2019
Initial Contract Period	March 21, 2017 – March 20, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor NSTS, LLC

Name JOSE PEREZ

Title PRESIDENT

Signature

Date 2-8-18

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

Dan A. Gattis

Williamson County Judge

Signature

Date

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **32.**

Meeting Date: 03/06/2018

First Amended services contract for various fire alarms with SimplexGrinnell

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the First Amended Services Contract for Fire, Alarm Monitoring with SimplexGrinnell, adding exhibits C1-C5, pursuant to TX-MAS-5-03FACO10, with pricing as shown on Exhibit C1-C5.

Background

The amended service contract is adding 5 new facilities (Texas Avenue building for Williamson County City Heath Department, Sheriff's Office Training Center, North Campus buildings - EMS Training, Vehicle Inspection, Wireless Communications) and adding 5 new exhibits to the service contract C1-C5 for these facilities. The funding source for this effort is under line item 100-0509-4500 in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amended Services Contract for Fire Alarm Monitoring

First Amendment with SimplexGrinnell exhibit file 2

First Amendment with SimplexGrinnell exhibit file 1

First Amendment with SimplexGrinnell exhibit file 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 10:55 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:58 AM
Form Started By: Dianne West		Started On: 02/22/2018 09:15 AM
Final Approval Date: 03/01/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST AMENDED SERVICES CONTRACT FOR FIRE ALARM MONITORING (TX-MAS-5-03FACO10)

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 **Tyco SimplexGrinnell, (hereinafter "Service Provider")**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), dated January 8, 2018[1] and marked Exhibit(s) "A1-A5" which are incorporated herein as if copied in full;

B. As described in the attached Fire Alarm Monitoring Summary (for existing facilities being serviced), dated December 12, 2017 and marked Exhibit "B" which is incorporated herein as if copied in full; and

[1] Incorrectly referenced in original contract as December 12, 2017.

C. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), un-dated but anticipated to be signed and dated on or about February 27, 2018 and marked Exhibit(s) "C1-C5" which are incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A5," "B," and "C1-C5," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s) "A1-A5," "B," and "C1-C5." Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an

occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quotation(s), dated

January 8, 2018[2] **and marked as Exhibit "A1-A5" and "B" which are incorporated herein as if copied in full;**

B. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), un-dated but anticipated to be signed and dated on or about February 27, 2018 and marked Exhibit(s) "C1-C5" which are incorporated herein as if copied in full;

C. TX-MAS-5-03FACO10; and

D. Any required insurance certificates evidencing required coverages.

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

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT

[2] *Id.*

THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this

Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2018

SERVICE PROVIDER:

Authorized Signature

Printed Name

Date: Feb 22 ___, 2018

Exhibit "A1-A5," "B," and "C"
Statement of Work/Quotation

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included				Test Only See Line 104		
Amplifier & tone generators	Included				Test Only See Line 104		
Initiating Devices							
Duct detector Functional Test Only	$ 20.30		$ -		$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -		Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -		Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -		Test Only See		
Heat detector: restorable	$ 11.17		$ -		$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -		$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -		Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -		$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -		$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -		Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -		$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -		Test Only See		
Master Box	$ 26.40		$ -		$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -		$14.97		$0.00
Flame Detector	$ 40.61		$ -		$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -		Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -		$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -		Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -		$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -		$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -		$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report	Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -	Test Only See Line 104		
	$ -					
Miscellaneous	$ -					
Water tank; low level	$ 3.87		$ -	Test Only See Line 104		
Water tank; high level	$ 3.87		$ -	Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -	Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -	$319.80		$0.00
Door closer/Holder	$ 3.87		$ -	$90.21		$0.00
Smoke Dampers	$ 69.62		$ -	Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -	Test Only See Line 104		
Alarm Notification Appliances						
Fire Alarm, Bell	$ 3.87		$ -	$15.27		$0.00
Speakers	$ 3.87		$ -	$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -	$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -	$17.92		$0.00
Horns	$ 3.87		$ -	$15.27		$0.00
chimes	$ 3.87		$ -	$15.27		$0.00
Monitoring						
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80			
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -			
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -			
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -			
Single Bldg Burglar alarm	$ 383.76		$ -			
Holdup Duress	$ 63.96		$ -			
Open/Close Logging (Log Only)	$ 166.50		$ -			
Open/Close Logging Supervised	$ 447.72		$ -			

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -				
Weekly opening and closing reports	$ 358.38		$ -				
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -				
Digital Communicator and programming	$ 710.38		$ -				
Reprogramming	$ 160.41	1	$ 160.41				
Elevator Monitoring (per unit)	$ 255.84		$ -				
Parking Lot Service (Phone)	$ 255.84		$ -				
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -				
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -				
				Note: For all items that state "Test Only" Full Service is			
OPEN MARKET Service Not on Schedule							
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
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	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	480.21
Difficulty Factor		1.15
Sub Total	$	552.25
Spot Reduction	$	8.50
Price Reduction	$	-
Total Initial Test & Inspect	$	543.75

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78626	**Normal Business Hours Order Total**
End-User Facility Name	Center	
Address	Loop	**$ 543.75**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

Zip Code	78626	**After Normal Business Hours Order Total**
End-User Facility Name	EMS Training Center	
Address	Loop	**$ 815.63**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge.** Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**					
Sales Representative:	Heather Foster				(District #) 494-019461 **Fire Alarm & Suppression Services :**				**TXMAS-5-03FAC010**		
Street:	1608 Royston Ln								**Fire Alarm Services**		
City:	Round Rock										
State:	Texas										
Phone #:											
End-User Facility Name	**Williamson County City Health Dept**										
Address	355 Texas Avenue										
Zip Code	78664		Enter quantity of each of desired line items below rose colored boxes						**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.						**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**						**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment											
Simplex 4004	$ 160.41		$ -						$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -						$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -						$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -						$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -						$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -						$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -						$ 573.42		$0.00
Control Panel Central Transmitter	Included								Included		
Central Station Receiver	Included								Included		
Annunciator LED type	$ 35.53		$ -						$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -						Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -						$ 152.93		$0.00
Battery testing - lead acid	Included								Test Only See Line 104		
Battery testing -gel cell	Included								Test Only See Line 104		
Battery testing - Ni-Cad	Included								Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -						$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -						Test Only See Line 104		
Phone Jacks	$ 4.06		$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included				Test Only See Line 104		
Amplifier & tone generators	Included				Test Only See Line 104		
Initiating Devices							
Duct detector Functional Test Only	$ 20.30		$ -		$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -		Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -		Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -		Test Only See		
Heat detector: restorable	$ 11.17		$ -		$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -		$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -		Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -		$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -		$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -		Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -		$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -		Test Only See		
Master Box	$ 26.40		$ -		$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -		$14.97		$0.00
Flame Detector	$ 40.61		$ -		$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -		Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -		$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -		Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -		$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -		$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -		$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report	Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -	Test Only See Line 104		
	$ -					
Miscellaneous	$ -					
Water tank; low level	$ 3.87		$ -	Test Only See Line 104		
Water tank; high level	$ 3.87		$ -	Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -	Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -	$319.80		$0.00
Door closer/Holder	$ 3.87		$ -	$90.21		$0.00
Smoke Dampers	$ 69.62		$ -	Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -	Test Only See Line 104		
Alarm Notification Appliances						
Fire Alarm, Bell	$ 3.87		$ -	$15.27		$0.00
Speakers	$ 3.87		$ -	$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -	$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -	$17.92		$0.00
Horns	$ 3.87		$ -	$15.27		$0.00
chimes	$ 3.87		$ -	$15.27		$0.00
Monitoring						
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80			
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -			
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -			
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -			
Single Bldg Burglar alarm	$ 383.76		$ -			
Holdup Duress	$ 63.96		$ -			
Open/Close Logging (Log Only)	$ 166.50		$ -			
Open/Close Logging Supervised	$ 447.72		$ -			

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -				
Weekly opening and closing reports	$ 358.38		$ -				
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -				
Digital Communicator and programming	$ 710.38		$ -				
Reprogramming	$ 160.41	1	$ 160.41				
Elevator Monitoring (per unit)	$ 255.84		$ -				
Parking Lot Service (Phone)	$ 255.84		$ -				
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -				
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -				
				Note: For all items that state "Test Only" Full Service is			
OPEN MARKET Service Not on Schedule							
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	480.21
Difficulty Factor		1.15
Sub Total	$	552.25
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	543.75

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78634	**Normal Business Hours Order Total**
End-User Facility Name	Sheriff's Training	
Address	Hutto, TX	**$ 543.75**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

Zip Code	78634	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Sheriff's Training Facility	
Address	Hutto, TX	**$ 815.63**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge.** Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**											**SimplexGrinnell TXMAS Schedule**		
Sales Representative:	Heather Foster				(District #) 494-019461						**Fire Alarm & Suppression Services :**		**TXMAS-5-03FAC010**
Street:	1608 Royston Ln										**Fire Alarm Services**		
City:	Round Rock												
State:	Texas												
Phone #:													
End-User Facility Name	**Williamson County Sheriff's Training Facility**												
Address	8160 Chandler Rd, Hutto, TX												
Zip Code	78634		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -		For Full Service, must insert panel quantities in lines 13-18.						Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included				Test Only See Line 104		
Amplifier & tone generators	Included				Test Only See Line 104		
Initiating Devices							
Duct detector Functional Test Only	$ 20.30		$ -		$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -		Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -		Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -		Test Only See		
Heat detector: restorable	$ 11.17		$ -		$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -		$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -		Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -		$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -		$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -		Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -		$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -		Test Only See		
Master Box	$ 26.40		$ -		$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -		$14.97		$0.00
Flame Detector	$ 40.61		$ -		$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -		Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -		$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -		Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -		$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -		$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -		$24.12		$0.00

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**					
Sales Representative:	Heather Foster				(District #) 494-019461 **Fire Alarm & Suppression Services :**					**TXMAS-5-03FAC010**	
Street:	1608 Royston Ln								**Fire Alarm Services**		
City:	Round Rock										
State:	Texas										
Phone #:											
End-User Facility Name	**EMS Training Center**										
Address	3189 SE Inner Loop										
Zip Code	78626		Enter quantity of each of desired line items below rose colored boxes						**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.						**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**						**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment											
Simplex 4004	$ 160.41		$ -						$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -						$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -						$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -						$ 548.00		$0.00
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Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -						$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.					Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -						$ 573.42		$0.00
Control Panel Central Transmitter	Included								Included		
Central Station Receiver	Included								Included		
Annunciator LED type	$ 35.53		$ -						$ 154.43		$0.00
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NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -						$ 152.93		$0.00
Battery testing - lead acid	Included								Test Only See Line 104		
Battery testing -gel cell	Included								Test Only See Line 104		
Battery testing - Ni-Cad	Included								Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -						$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -						Test Only See Line 104		
Phone Jacks	$ 4.06		$ -						Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included				Test Only See Line 104		
Amplifier & tone generators	Included				Test Only See Line 104		
Initiating Devices							
Duct detector Functional Test Only	$ 20.30		$ -		$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -		Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -		Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -		Test Only See		
Heat detector: restorable	$ 11.17		$ -		$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -		$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -		Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -		$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -		$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -		Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -		$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -		Test Only See		
Master Box	$ 26.40		$ -		$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -		$14.97		$0.00
Flame Detector	$ 40.61		$ -		$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -		Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -		$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -		Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -		$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -		$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -		$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report	Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -	Test Only See Line 104		
	$ -					
Miscellaneous	$ -					
Water tank; low level	$ 3.87		$ -	Test Only See Line 104		
Water tank; high level	$ 3.87		$ -	Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -	Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -	$319.80		$0.00
Door closer/Holder	$ 3.87		$ -	$90.21		$0.00
Smoke Dampers	$ 69.62		$ -	Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -	Test Only See Line 104		
Alarm Notification Appliances						
Fire Alarm, Bell	$ 3.87		$ -	$15.27		$0.00
Speakers	$ 3.87		$ -	$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -	$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -	$17.92		$0.00
Horns	$ 3.87		$ -	$15.27		$0.00
chimes	$ 3.87		$ -	$15.27		$0.00
Monitoring						
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80			
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -			
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -			
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -			
Single Bldg Burglar alarm	$ 383.76		$ -			
Holdup Duress	$ 63.96		$ -			
Open/Close Logging (Log Only)	$ 166.50		$ -			
Open/Close Logging Supervised	$ 447.72		$ -			

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -				
Weekly opening and closing reports	$ 358.38		$ -				
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -				
Digital Communicator and programming	$ 710.38		$ -				
Reprogramming	$ 160.41	1	$ 160.41				
Elevator Monitoring (per unit)	$ 255.84		$ -				
Parking Lot Service (Phone)	$ 255.84		$ -				
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -				
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -				
				Note: For all items that state "Test Only" Full Service is			
OPEN MARKET Service Not on Schedule							
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	480.21
Difficulty Factor		1.15
Sub Total	$	552.25
Spot Reduction	$	8.50
Price Reduction	$	-
Total Initial Test & Inspect	$	543.75

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78626	**Normal Business Hours Order Total**
End-User Facility Name	Center	
Address	Loop	**$ 543.75**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

Zip Code	78626	**After Normal Business Hours Order Total**
End-User Facility Name	EMS Training Center	
Address	Loop	**$ 815.63**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge.** Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**					**SimplexGrinnell TXMAS Schedule**								
Sales Representative:	Heather Foster				(District #) 494-019461 **Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**		
Street:	1608 Royston Ln										**Fire Alarm Services**		
City:	Round Rock												
State:	Texas												
Phone #:													
End-User Facility Name	**Wireless Communications Bldg**												
Address	3171 SE Inner Loop												
Zip Code	78626		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -		For Full Service, must insert panel quantities in lines 13-18.						Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included				Test Only See Line 104		
Amplifier & tone generators	Included				Test Only See Line 104		
Initiating Devices							
Duct detector Functional Test Only	$ 20.30		$ -		$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -		Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -		Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -		Test Only See		
Heat detector: restorable	$ 11.17		$ -		$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -		$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -		Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -		$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -		$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -		Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -		$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -		Test Only See		
Master Box	$ 26.40		$ -		$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -		$14.97		$0.00
Flame Detector	$ 40.61		$ -		$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -		Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -		$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -		Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -		$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -		$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -		$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report	Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -	Test Only See Line 104		
	$ -					
Miscellaneous	$ -					
Water tank; low level	$ 3.87		$ -	Test Only See Line 104		
Water tank; high level	$ 3.87		$ -	Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -	Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -	$319.80		$0.00
Door closer/Holder	$ 3.87		$ -	$90.21		$0.00
Smoke Dampers	$ 69.62		$ -	Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -	Test Only See Line 104		
Alarm Notification Appliances						
Fire Alarm, Bell	$ 3.87		$ -	$15.27		$0.00
Speakers	$ 3.87		$ -	$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -	$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -	$17.92		$0.00
Horns	$ 3.87		$ -	$15.27		$0.00
chimes	$ 3.87		$ -	$15.27		$0.00
Monitoring						
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80			
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -			
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -			
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -			
Single Bldg Burglar alarm	$ 383.76		$ -			
Holdup Duress	$ 63.96		$ -			
Open/Close Logging (Log Only)	$ 166.50		$ -			
Open/Close Logging Supervised	$ 447.72		$ -			

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -				
Weekly opening and closing reports	$ 358.38		$ -				
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -				
Digital Communicator and programming	$ 710.38		$ -				
Reprogramming	$ 160.41	1	$ 160.41				
Elevator Monitoring (per unit)	$ 255.84		$ -				
Parking Lot Service (Phone)	$ 255.84		$ -				
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -				
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -				
				Note: For all items that state "Test Only" Full Service is			
OPEN MARKET Service Not on Schedule							
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	480.21
Difficulty Factor		1.15
Sub Total	$	552.25
Spot Reduction	$	8.50
Price Reduction	$	-
Total Initial Test & Inspect	$	543.75

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78626	**Normal Business Hours Order Total**
End-User Facility Name	Communications	
Address	Loop	**$ 543.75**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

Zip Code	78626	**After Normal Business Hours Order Total**
End-User Facility Name	Wireless Communications Bldg	
Address	Loop	**$ 815.63**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge.** Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**							
Sales Representative:	Heather Foster					(District #) 494-019461 **Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**	
Street:	1608 Royston Ln					**Fire Alarm Services**							
City:	Round Rock												
State:	Texas												
Phone #:													
End-User Facility Name	**Vehicle Inspection**												
Address	3181 SE Inner Loop												
Zip Code	78626		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report	Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -	Test Only See Line 104		
	$ -					
Miscellaneous	$ -					
Water tank; low level	$ 3.87		$ -	Test Only See Line 104		
Water tank; high level	$ 3.87		$ -	Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -	Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -	$319.80		$0.00
Door closer/Holder	$ 3.87		$ -	$90.21		$0.00
Smoke Dampers	$ 69.62		$ -	Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -	Test Only See Line 104		
Alarm Notification Appliances						
Fire Alarm, Bell	$ 3.87		$ -	$15.27		$0.00
Speakers	$ 3.87		$ -	$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -	$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -	$17.92		$0.00
Horns	$ 3.87		$ -	$15.27		$0.00
chimes	$ 3.87		$ -	$15.27		$0.00
Monitoring						
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80			
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -			
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -			
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -			
Single Bldg Burglar alarm	$ 383.76		$ -			
Holdup Duress	$ 63.96		$ -			
Open/Close Logging (Log Only)	$ 166.50		$ -			
Open/Close Logging Supervised	$ 447.72		$ -			

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -				
Weekly opening and closing reports	$ 358.38		$ -				
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -				
Digital Communicator and programming	$ 710.38		$ -				
Reprogramming	$ 160.41	1	$ 160.41				
Elevator Monitoring (per unit)	$ 255.84		$ -				
Parking Lot Service (Phone)	$ 255.84		$ -				
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -				
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -				
				Note: For all items that state "Test Only" Full Service is			
OPEN MARKET Service Not on Schedule							
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	480.21
Difficulty Factor		1.15
Sub Total	$	552.25
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	543.75

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78634	**Normal Business Hours Order Total**
End-User Facility Name	Sheriff's Training	
Address	Hutto, TX	**$ 543.75**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

Zip Code	78634	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Sheriff's Training Facility	
Address	Hutto, TX	**$ 815.63**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge.** Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Commissioners Court - Regular Session **33.**

Meeting Date: 03/06/2018

Karst Services relating to Cave at Cambria Drive

Submitted For: Randy Barker **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an agreement between Cambrian Environmental and Williamson County for Emergency Karst Services relating to Cave at Cambria Drive, Round Rock Texas, in the not-to-exceed amount of $ 35,000.00, exempting this agreement from competitive requirements as per Texas Local Government Code Discretionary Exemption 262.024.(1), 262.024 (2) and 262.024 (3), and authorizing the execution of the agreement.

Background

On Thursday, February 8th, the County was made aware that the roof of an unknown cave under the roadway had collapsed. The cave extends underneath a couple of residential homes. It was necessary to begin environmental and structural mitigation immediately for the health and welfare of residents in this neighborhood.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cambrian agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 10:57 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:58 AM
Form Started By: Kerstin Hancock		Started On: 02/22/2018 11:18 AM
Final Approval Date: 03/01/2018		

WILLIAMSON COUNTY
CONTRACT FOR ENVIRONMENTAL SERVICES

FIRM: **Kemble White, Ph.D., P.G, D/B/A Cambrian Environmental ("Firm")**
ADDRESS: **4422 Pack Saddle Pass, Suite 204, Austin, Texas 78745**
PROJECT: **Karst Services Relating to Cave at Cambria Drive, Round Rock, Texas ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENVIRONMENTAL SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Firm, and such Contract is for the purpose of contracting for professional Environmental Services.

RECITALS:

WHEREAS, V.T.C.A., Local Government Code §262.024(a)(4) sets forth that a contract for the purchase of a professional service is exempt from the requirement established by Local Government Code Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption; and

WHEREAS, in addition to the Williamson County Commissioners Court exempting the Engineering Services subject of this Contract as professional services in accordance with Local Government Code §262.024(a)(4);

WHEREAS, County and Firm now desire to contract for such professional Environmental Services; and

WHEREAS, County and Firm wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Firm warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Firm, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Firm any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Firm must sign the Debarment Certification enclosed

herewith as **Exhibit A**.

C. Financial Interest Prohibited. Firm covenants and represents that Firm and its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENVIRONMENTAL SERVICES

Firm shall perform Environmental Services as identified in **Exhibit B** entitled "Environmental Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Firm to perform one or more tasks of the Environmental Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Firm of all Environmental Services and a fee amount agreed upon by the County and Firm. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Firm shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Environmental Services take longer than shown on the Work Authorization, through no fault of Firm, Firm may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Firm is expected to complete the Environmental Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Firm does not perform the Environmental Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Environmental Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Environmental

Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Firm shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Environmental Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Firm acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Environmental Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Firm shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Environmental Services required under this Contract in a professional manner.

C. Commencement of Environmental Services. After execution of this Contract, Firm shall not proceed with Environmental Services until Firm has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Firm agrees to accept up to the amount shown below as full compensation for the Environmental Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Environmental Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Thirty Five Thousand Dollars ($35,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Environmental Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Environmental Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Firm shall receive compensation for only actual fees and costs of the Environmental Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Environmental Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Firm shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Environmental Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Environmental Services shall be an absolute condition of payment.

Firm shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Firm without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Firm shall be made while Environmental Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Firm shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Environmental Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Environmental Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Environmental Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Environmental Services performed. Firm has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Firm of the responsibility of correcting any errors and/or omissions resulting from its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Firm shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Firm will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Firm may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Firm concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Firm and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Environmental Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County [b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Firm the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENVIRONMENTAL SERVICES

The Firm shall not proceed with any task of the Environmental Services until Firm has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Environmental Services. The County shall not be responsible for work performed or costs incurred by Firm related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Firm shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Firm written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Firm in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Firm's Designated Representative for purposes of this Contract is as follows:

Kemble White, Ph.D., P.G.
Cambrian Environmental
4422 Pack Saddle Pass
Austin, Texas 78745

Firm shall have the right, from time to time, to change the Firm's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Firm under this Contract, the Firm's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Firm's Designated Representative on behalf of Firm shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Firm's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Firm's Designated

Representative shall be binding on Firm. Firm's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Firm.

ARTICLE 10
PROGRESS EVALUATION

Firm shall, from time to time during the progress of the Environmental Services, confer with County at County's election. Firm shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Environmental Services. At the request of County or Firm, conferences shall be provided at Firm's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Environmental Services. County may, from time to time, require Firm to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Environmental Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Firm to determine corrective action required.

Firm shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Environmental Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Environmental Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Environmental Services, but not to terminate this Contract, then such suspension may be effected by County giving Firm thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Environmental Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Environmental Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Firm shall have the option of terminating this Contract and, in the event, Firm shall be compensated for all Environmental Services performed and reimbursable expenses incurred, provided such Environmental Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Environmental Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Environmental Services performed or costs incurred prior to the date authorized by County for Firm to begin Environmental Services, and/or during periods when Environmental Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENVIRONMENTAL SERVICES

If Firm forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Environmental Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Environmental Services, County shall so advise Firm and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Environmental Services must be set forth in such Contract Amendment. Firm shall not perform any proposed Additional Environmental Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Environmental Services, a written Work Authorization, which sets forth the Additional Environmental Services to be performed, must be executed by the parties. County shall not be responsible for actions by Firm nor for any costs incurred by Firm relating to Additional Environmental Services not directly associated with the performance of the Environmental Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENVIRONMENTAL SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Environmental Services or parts thereof which involve changes to the original Environmental Services or character of Environmental Services under this Contract, then Firm shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Environmental Services and paid for as specified under Article 12.

Firm shall make revisions to Environmental Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Environmental Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Environmental Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Work Products") prepared by Firm and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Work Products under this Contract shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Firm.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Firm hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Work Products developed under this Contract. Copies may be retained by Firm. Firm shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Firm or anyone connected with Firm, including agents, employees, Firms or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Firm without cost to County.

Upon execution of this Contract, Firm grants to County permission to reproduce Firm's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Firm shall obtain similar permission from Firm's subcontractors/subconsultants consistent with this Contract. If and upon the date Firm is adjudged in default of this Contract,

County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Firm. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Work Products shall be at County's sole risk and without liability to Firm and its Firms.

Prior to Firm providing to County any Work Products in electronic form or County providing to Firm any electronic data for incorporation into the Work Products, County and Firm shall by separate written contract set forth the specific conditions governing the format of such Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Firm for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Firm, the hardcopy shall prevail. Only printed copies of documents conveyed by Firm shall be relied upon.

Firm shall have no liability for changes made to the Work Products by other Firms subsequent to the completion of the Project. Any such change shall be sealed by the Firm making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Firm shall furnish and maintain, at its own expense, quarters for the performance of all Environmental Services, and adequate and sufficient personnel and equipment to perform the Environmental Services as required. All employees of Firm shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Firm who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Environmental Services shall immediately be removed from association with the Project when so instructed by County. Firm certifies that it presently has adequate qualified personnel in its employment for performance of the Environmental Services required under this Contract, or will obtain such personnel from sources other than County. Firm may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Firm shall not assign, subcontract or transfer any portion of the Environmental Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Firm of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENVIRONMENTAL SERVICES

Firm's Environmental Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All documents shall be submitted by Firm on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Environmental Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Firm in writing within such thirty (30) day period if such Environmental Services have been found to be incomplete. If the submission is Complete, County shall notify Firm and County's technical review process will begin.

If the submission is not Complete, County shall notify Firm, who shall perform such professional services as are required to complete the Environmental Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Environmental Services for compliance with this Contract. If necessary, the completed Environmental Services shall be returned to Firm, who shall perform any required Environmental Services and resubmit it to County. This process shall be repeated until the Environmental Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Firm shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Environmental Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Firm shall, without additional compensation, perform any work required as a result of Firm's development of the work which is found to be in error or omission due to Firm's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Environmental Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Firm's Environmental Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Firm, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Firm. **FIRM'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE FIRM BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE FIRM'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENVIRONMENTAL SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Firm shall be grounds for termination of this Contract, and any increased costs arising from Firm's default, breach of contract, or violation of contract terms shall be paid by Firm.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Firm, as a consequence of failure by Firm to perform the Environmental Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Firm, upon not less than thirty (30) days' written notice to Firm.

E. By satisfactory completion of all Environmental Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Firm. In determining the value of the Environmental Services performed by Firm prior to termination, County shall be the sole judge. Compensation for Environmental Services at termination will be based on a percentage of the Environmental Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Firm defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Firm, then County shall give consideration to the actual costs incurred by Firm in performing the Environmental Services to the date of default, the amount of Environmental Services required which was satisfactorily completed to date of default, the value of the Environmental Services which are usable to County, the cost to County of employing another firm to complete the Environmental Services required and the time required to do so, and other factors which affect the value to County of the Environmental Services performed at the

time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Firm to fulfill its contractual obligations, then County may take over the Project and prosecute the Environmental Services to completion. In such case, Firm shall be liable to County for any additional and reasonable costs incurred by County.

Firm shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Firm in support of the Environmental Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Firm shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Firm shall furnish County with satisfactory proof of its compliance.

Firm shall further obtain all permits and licenses required in the performance of the Environmental Services contracted for herein.

B. Taxes. Firm will pay all taxes, if any, required by law arising by virtue of the Environmental Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

THE FIRM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY THE FIRM, THE FIRM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH THE FIRM INCLUDING, WITHOUT LIMITATION, THE FIRM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH THE FIRM EXERCISES CONTROL.

THE FIRM FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM

THE FIRM'S FAILURE TO PAY THE FIRM'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY THE FIRM.

THE FIRM FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY THE FIRM IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT THE FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM THE FIRM IS NOT LEGALLY LIABLE, THE FIRM'S OBLIGATIONS SHALL BE IN PROPORTION TO THE FIRM'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH THE FIRM EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE FIRM IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. THE FIRM SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT THE FIRM, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH THE FIRM EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE THE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH THE FIRM EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
FIRM'S RESPONSIBILITIES

Firm shall be responsible for the accuracy of its Environmental Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Firm's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of Article 33. Firm shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
FIRM'S SEAL

To the extent required by an any applicable laws, acts, rules or regulations pertaining to the types of professional services to be provided by Firm under this Contract, the Firm shall sign, seal and date all appropriate submissions to County.

ARTICLE 25
INSURANCE

Firm must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and

self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Firm's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Firm shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or 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.

F. Certification of Coverage. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Firm shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Firm shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-

renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Firm for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Firm may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
FIRM'S ACCOUNTING RECORDS

Firm agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Environmental Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Firm further agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B

Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Firm: Cambrian Environmental
Att: Kemble White, Ph.D., P.G.
4422 Pack Saddle Pass
Austin, Texas 78745

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Firm understands and agrees that time is of the essence and that any failure of Firm to complete the Environmental Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Firm shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Contract and the Firm's standard of performance as defined herein. Where damage is caused to County due to Firm's negligent failure to perform County may accordingly withhold, to the extent of such damage, Firm's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Firm shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional, consulting and related services performed or furnished by Firm and its employees under this Contract will be the care and skill ordinarily used by members of Firm's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Firm are made on the basis of information available to Firm and on the basis of Firm's experience and qualifications and represents its judgment as an experienced

and qualified professional Firm. However, since Firm has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Firm does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Firm prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Firm 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 Firm), whether or not it results from or involves any action or failure to act by the Firm or any employee or agent of the Firm and which arises in any manner from the performance of this Contract, the Firm 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 Firm shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Firm, 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 Firm's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 County, 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Firm's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Firm to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Firm shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and

if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Firm, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Firm shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Firm, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Firm shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Firm for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Firm of the Firm's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Firm shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Firm shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Firm's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Firm under the contract until the Firm complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Firm shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Firm may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Firm hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Firm, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

FIRM

KEMBLE WHITE, Ph.D., P.G. D/B/A CAMBRIAN ENVIRONMENTAL

By _____
Kemble White, Ph.D., P.G.

Title: Sole Proprietor/Owner

Date: 2/15 ____, 2018

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Environmental Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

KEMBLE WHITE, Ph.D., P.G. D/B/A CAMBRIAN ENVIRONMENTAL

By: _____
Kemble White, Ph.D., P.G.

Title: Sole Proprietor/Owner

2/20 _____, 20 18
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kenneth White _____ the owner _____ of Cambrian Environmental, on behalf of said firm.

LORENZO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
October 30, 2019

Notary Public in and for the
State of Texas

My commission expires: 10-30-2019

EXHIBIT B

ENVIRONMENTAL SERVICES

Firm will provide the following Environmental Services in relation to the Project:

1. Initial assessment and mapping of the cave;
2. Agency coordination support services (including but not limited to the Texas Commission on Environmental Quality, the U.S. Fish and Wildlife Service and the Williamson County Conservation Foundation);
3. Coordination and consultation with project engineering staff; and
4. Attendance of meetings and conference calls as needed and requested by County.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Firm").

Part1. The Firm will provide the following Environmental 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 _____.

Part 3. Payment to the Firm 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 _____ ____, 20_____. The Environmental Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

FIRM:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Classification	Hourly Rate
Senior Karst Geoscientist	$165.00 per hour
Karst Geoscientist	$120.00
Karst Technicians	$65.00

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

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

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

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **34.**

Meeting Date: 03/06/2018

Vehicles for Williamson County Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of one (1) 2018 Chevy Express 3500 Van in the amount of $46,211.66 and three (3) Chevy Tahoe PPv 4X2's in the amount of $117,431.71, from Caldwell Country Chevrolet per BuyBoard Contract # 521-16 to support the operations of the Williamson County Jail.

Background

This purchase is for the Williamson County Jail. See attached quote for vehicle specifications; quotes include upfitting and equipment as specified. Funding from General Fund 01.0100.0570.005700 as approved in FY 2018 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Vehicles Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 11:04 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Erica Smith		Started On: 02/23/2018 09:04 AM
Final Approval Date: 03/01/2018		

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 521-16

End User: WILLIAMSON COUNTY
Caldwell Rep: AARON WILEY
Contact: CHRIS WATTS
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: 512-943-1407/cwatts@wilco.org
Date: Thursday, February 22, 2018
Product Description: CHEVROLET CARGO VAN
email: aaron@caldwellcountry.com

A. Bid Series: 454 **A. Base Price:** $ 21,865.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
G33405	2018 CHEVY EXPRESS 3500	$ 3,484.00	L96	6.0L V8 GAS FLEX FUEL	$ 945.00
	VINYL SEATS	INCL	ZW2	FIXED REAR DOOR GLASS	$ 57.00
	FRONT A/C & HEAT	INCL	KG4	150 AMP ALTERNATOR	$ 71.00
	AM/FM RADIO	INCL	C69	REAR A/C & HEAT	$ 817.00
	4.8L V8: 6-SPD AUTOMATIC	INCL	TR9	AUXILIARY LIGHTING REAR	$ 80.00
	RUBBER FLOOR	INCL			
			34691	CAP FLEET UPFITTERS	$ 18,367.66
				SEE ATTACHED QUOTE	
				TINT WINDOWS DRIVER, PASS.	$ 125.00
				REAR CARGO DOORS	

Total of B. Published Options: $ 23,946.66

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
CORRECTIONS		BLACK	COLOR
		ESTIMATED 90-120 DAYS TO CAP FLEET	DELIVERY

Total of C. Unpublished Options: $ -

D. Pre-delivery Inspection: $ -

E. Texas State Inspection: $ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment:

J. Additional Delivery Charge: 0 **miles** $ -

K. Subtotal: $ 45,811.66

L. Quantity Ordered 1 **x K =** $ 45,811.66

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE $ 46,211.66

CAP FLEET UPFITTERS

Quote

Date	02/22/2018
Quote #	CAPQ34691

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
Temple, TX 76502
Phone: 254-773-1959

Name / Address	Ship to:
CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 78836	CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 78836

Salesperson:	Joe Hildebrand	Year :	2018 Cargo
Email :	joe@capfleetupfitters.com	Make :	Chevrolet
VIN :		Model :	Express Van
End User:	Williamson County		

Notes

Williamson County Corrections Van 135" WB
2018 Chevy 3500 Van w/ Swing Out Doors
Buyboard # 521-16

Part #	Qty	Description	Unit Price	Total
PT-C01-100-2	1	100" 2 compartment(s) prisoner transport insert	$ 9,709.70	$ 9,709.70
PT-A-501	1	2003-2016 Chevrolet G-Series Prisoner Transport vent option	$ 440.44	$ 440.44
PT-A-902	1	Flip down step option	$ 206.35	$ 206.35
PT-A-916	1	Prisoner Transport LED Roof Load/Backup Light Option	$ 177.96	$ 177.96
3155B	1	2003-17 Chevy Express Van Grille Guard Only-Center Section (Black)	$ 260.95	$ 260.95
C-1810	1	18" ENCLOSED 10" HIGH CONSOLE	$ 276.50	$ 276.50
C-TMW-SAV-01	1	2002-2018 Chevrolet G-Series Tunnel Mount assembly	$ 137.78	$ 137.78
SIFZS-3076932	1	"Split" Front Headliner, (4) 4" Red/White LED reflectors, (4) 4" Blue/White LED reflectors, without interface module NOTES: UNIVERSAL MOUNT	$ 652.70	$ 652.70
MPSM12-DL	2	MPS1220 SIDE BY SIDE L BRACKET NOTES: bumper mount	$ 12.00	$ 24.00
MPS1220U-RW	2	MICROPULSE 1220 ULTRA 24 LED DUAL COLOR LIGHTHEAD 12 RED/12WHITE NOTES: bumper mount driver side	$ 114.00	$ 228.00
MPS1220U-BW	2	MICROPULSE 1220 ULTRA 24 LED DUAL COLOR LIGHTHEAD 12BLUE/12WHITE NOTES: bumper mount pass side	$ 114.00	$ 228.00
416900-RB	4	Dual Color Corner LED with in-line flasher Red/Blue NOTES: 2-reverse taillight inserts 2-sides of push bumper	$ 64.09	$ 256.36
MPS620U-BR	2	MICRO PULSE LIGHTHEAD RED/BLUE NOTES: rear bumper/license plate area	$ 78.00	$ 156.00
AVC22JJ	2	DUAL AVENGER II DUO RB/RB CORD NOTES: rear door windows	$ 232.20	$ 464.40
SSP3000B	1	SMARTSIREN PLATINUM 3000 SIREN/CONTROLLER	$ 885.00	$ 885.00
ES100C	1	FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE HOUSING, 100W	$ 180.00	$ 180.00
ESB-U	1	FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET	$ 23.52	$ 23.52
CS-CAMERA	1	CUSTOMER SUPPLIED CAMERA NOTES: L3	$ 0.00	$ 0.00
INSTALL	1	Installation		
LABOR	1	LABOR	$ 2,850.00	$ 2,850.00

CAP FLEET UPFITTERS

Quote

Date	02/22/2018
Quote #	CAPQ34691

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
Temple, TX 76502
Phone: 254-773-1959

Name / Address	Ship to:
CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 78836	CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 78836

Salesperson:	Joe Hildebrand	Year :	2018 Cargo
Email :	joe@capfleetupfitters.com	Make :	Chevrolet
VIN :		Model :	Express Van
End User:	Williamson County		

Notes

Williamson County Corrections Van 135" WB
2018 Chevy 3500 Van w/ Swing Out Doors
Buyboard # 521-16

Part #	Qty	Description	Unit Price	Total
CSLABOR	1	CUSTOMER SUPPLED PARTS LABOR	$ 150.00	$ 150.00
SSUPPLY	1	SHOP SUPPLIES	$ 100.00	$ 100.00
CAPHARNESS	1	CAP FLEET WIRING HARNESS	$ 130.00	$ 130.00
SHIP	1	SHIPPING & HANDLING	$ 725.00	$ 725.00
DEALER	1	DEALER PREP	$ 75.00	$ 75.00
INSPECT	1	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY	$ 30.00	$ 30.00
CSNOTE	1	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	$ 0.00	$ 0.00

Subtotal	$ 18,367.66
Tax	$ 0.00
Grand	$ 18,367.66

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 521-16

End User: WILLIAMSON COUNTY **Caldwell Rep:** AARON WILEY

Contact: PAUL SWISHER **Phone/fax:** 254-773-8824 / 254-773-8808

Phone/email: 512-943-3373/pswisher@wilco.org **Date:** Friday, February 23, 2018

Product Description: CHEVY TAHOE BASE PPV 4X2 **email:** aaron@caldwellcountry.com

A. Bid Series: 462 **A. Base Price:** $ 31,435.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC15	2018 CHEVY TAHOE PPV 4X2	INCL	7X6	DRIVER SIDE SPOT LIGHT	$ 465.00
	5.3L V8 GAS E85; 6-SPEED AUTO	INCL	UTQ	THEFT ALARM DISABLED	$ 47.00
	DUAL BATTERIES	INCL			
	AC & HEAT; AM/FM RADIO/CD	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS & LOCKS	INCL			
	KEYLESS ENTRY	INCL			
	POLICE RATED TIRES & WHEELS	INCL			
9U3	CLOTH 40-0-40 FRONT SEATS	$ -	34135	CAP FLEET UPFITTERS	$ 7,063.57
5T5	VINYL REAR SEATS	$ -		SEE ATTACHED QUOTE	

Total of B. Published Options: $ 7,575.57

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		BLACK	COLOR
		ESTIMATED 60-90 DAYS TO CAP FLEET	DELIVERY

Total of C. Unpublished Options: $ -

D. Pre-delivery Inspection: $ -

E. Texas State Inspection: $ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment: $ -

J. Additional Delivery Charge: 0 **miles** $ -

K. Subtotal: $ 39,010.57

L. Quantity Ordered 3 **x K =** $ 117,031.71

M. Trade in: $ -

N. BUYBOARD FEE PER PURCHASE ORDER: $ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: $ 117,431.71

CAP FLEET UPFITTERS

Quote

Date	02/22/2018
Quote #	CAPQ34135

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
Temple, TX 76502
Phone: 254-773-1959

Name / Address	Ship to:
CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 78836	CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 78836

Salesperson:	Joe Hildebrand	Year :	2018
Email :	joe@capfleetupfitters.com	Make :	Chevrolet
VIN :		Model :	Tahoe
End User:	Williamson County		

Notes
Williamson County Corrections Qty. 3
Buyboard # 521-16

Part #	Qty	Description	Unit Price	Total
PBX04	1	Tahoe Push Bumper	$ 287.28	$ 287.28
PBX-TC4L-4	1	Four Light Top Channel for Tahoe	$ 14.44	$ 14.44
MPS620U-RW	2	MICROPULSE 620 ULTRA 12 LED DUAL COLOR LIGHTHEAD 6 RED/ 6 WHITE NOTES: push bumper inserts (driver side)	$ 78.00	$ 156.00
MPS620U-BW	2	MICROPULSE 620 ULTRA 12 LED DUAL COLOR LIGHTHEAD 6 BLUE/6 WHITE NOTES: push bumper inserts (psgr side)	$ 78.00	$ 156.00
416900-RB	4	Dual Color Corner LED with in-line flasher Red/Blue NOTES: 2 - sides of push bumper 2 - reverse taillight	$ 64.09	$ 256.36
SIFZS-3076932	1	"Split" Front Headliner, (4) 4" Red/White LED reflectors, (4) 4" Blue/White LED reflectors, without interface module	$ 652.70	$ 652.70
FHL-CHG	1	HEADLIGHT FLASHER 2017 TAHOE	$ 47.63	$ 47.63
FHL-TAIL	1	FLASHER,REAR,ALTERNATING	$ 44.10	$ 44.10
ES100C	1	FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE HOUSING, 100W	$ 180.00	$ 180.00
ESB-U	1	FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET	$ 23.52	$ 23.52
SSP2000B	1	100W PROGAMMABLE SIREN/LIGHT CONTROLLER WITH NOISE CANCELLING MICROPHONE AND 11	$ 785.00	$ 785.00
475-0865	1	Space Creator - High Security/High Visibility (includes Center HSEP ONLY), GM/CHEVY Tahoe PPV/Silverado	$ 538.82	$ 538.82
475-0888	1	HSEP - 2P (VP9 BDRH Only), GM/CHEVY Tahoe 15+	$ 77.83	$ 77.83
MPS1220U-BR	2	MICROPULSE ULTRA 12 DUAL COLOR SURFACE MOUNT RED/BLUE NOTES: both sides of rear license plate	$ 114.00	$ 228.00
CNSM8R-2654681	1	CN SIGNAL MASTER 8 HEAD REAR DUO	$ 685.70	$ 685.70
CNSM-UM	1	KIT,UNIV MNT,CN SML	$ 32.50	$ 32.50
C-VS-2000-TAH-2	1	HAVIS VEH. SPEC. 2015+ TAHOE CONSOLE 20" LONG, 12.5" WIDE	$ 395.79	$ 395.79
C-CUP2-I-A06	1	Dual 6? angled Internal cup holders	$ 26.66	$ 26.66
C-ARM-102	1	Side mount armrest	$ 44.09	$ 44.09
475-0865	1	Space Creator - High Security/High Visibility (includes Center HSEP ONLY), GM/CHEVY Tahoe PPV/Silverado	$ 538.32	$ 538.32
475-0888	1	HSEP - 2P (VP9 BDRH Only), GM/CHEVY Tahoe 15+	$ 77.83	$ 77.83

CAP FLEET UPFITTERS

Quote

Date	02/22/2018
Quote #	CAPQ34135

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
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Name / Address	Ship to:
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Salesperson:	Joe Hildebrand	Year :	2018
Email :	joe@capfleetupfitters.com	Make :	Chevrolet
VIN :		Model :	Tahoe
End User:	Williamson County		

Notes

Williamson County Corrections Qty. 3
Buyboard # 521-16

Part #	Qty	Description	Unit Price	Total
TINT3	1	TINT, ALL WINDOWS, LIMO NOTES: front 2 windows at 15% only visor tint across front window rest tint Limo	$ 265.00	$ 265.00
CS-CAMERA	1	CUSTOMER SUPPLIED CAMERA NOTES: L3	$ 0.00	$ 0.00
INSTALL	1	Installation		
LABOR	1	LABOR	$ 975.00	$ 975.00
CSLABOR	1	CUSTOMER SUPPLED PARTS LABOR	$ 150.00	$ 150.00
SSUPPLY	1	SHOP SUPPLIES	$ 65.00	$ 65.00
CAPHARNESS	1	CAP FLEET WIRING HARNESS	$ 130.00	$ 130.00
SHIP	1	SHIPPING & HANDLING	$ 200.00	$ 200.00
DEALER	1	DEALER PREP	$ 0.00	$ 0.00
INSPECT	1	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY	$ 30.00	$ 30.00
CSNOTE	1	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	$ 0.00	$ 0.00

Subtotal	$ 7,063.57
Tax	$ 0.00
Grand	$ 7,063.57

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

Commissioners Court - Regular Session **35.**

Meeting Date: 03/06/2018

Awarding RFQ 1711-206 Small Drainage and Roadway Design

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 RFQ # 1711-206, Small Drainage and Roadway Project Design to the best overall respondents Alliance Transportation Group (Drainage Design) & Pape-Dawson Engineers, Inc. (Roadway Design) and authorizing execution of the Professional Services Agreements.

Background

Purchasing solicited sealed qualifications for Small Drainage and Roadway Project Design services at the request of the Road & Bridge Department. The RFQ was distributed to well over 100 firms. 90 suppliers opened and viewed the RFQ and 14 suppliers responded. After the initial evaluation 4 suppliers were chosen for interviews. Interviews were conducted in which the committee identified 2 suppliers to each perform 1 of the identified scopes of work. Alliance Transportation Group was selected to provide Drainage Design and and Pape-Dawson Engineers, Inc. was selected to provide Roadway Design. Both contracts provide for a not-to-exceed amount of $3,000,000.00 with each firm's fees laid out in their respective contract. Specific amounts will be determined by Work Authorizations as issued during the contract term. Funding will be provided by specific projects as needed and specified with each Work Authorization.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pape Dawson Contract

Alliance Contract

1st Evaluation Sheet

Interview Evaluation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 11:05 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Thomas Skiles		Started On: 02/26/2018 09:45 AM
Final Approval Date: 03/01/2018		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Pape-Dawson Engineers, Inc. ("Engineer")**
ADDRESS: **10801 N MoPac Expressway, Bldg. 3, Suite 200, Austin, TX 78759**
PROJECT: **Engineering Design Services for Small Drainage and Roadway Project Design ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three million and no/100 Dollars ($3,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Gilmer D Gaston PE, PTOE
Pape-Dawson Engineers, Inc.
10801 N MoPac Expy, Bldg 3, Ste 200
Austin, TX 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Gilmer D Gaston PE, PTOE
Pape-Dawson Engineers, Inc.
10801 N MoPac Expy, Bldg 3, Ste 200
Austin, TX 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 County, 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

Pape-Dawson Engineers, Inc.

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Pape-Dawson Engineers, Inc.
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

Engineering Design Services for Small Drainage and Roadway Projects

PROJECT DESCRIPTION:
This project consists of providing engineering services for the repair, maintenance, and replacement of existing drainage and roadway facilities maintained by Williamson County. Drainage facilities may include pipe culverts, box culverts, low-water crossings, bridges, detention or water quality facilities, or a combination thereof. Roadway facilities may include seal-coat, overlay, or reconstruction of roadways in rural and urban settings, bridge approaches, driveway, curb and gutter, Metal Beam Guard Fence, or a combination thereof.

TASK 1: PROJECT MANAGEMENT

Attend meetings, coordinate with County Road & Bridge department, prepare monthly progress reports and invoices, administrative activities, maintain project schedule, management of subconsultants, and Quality Assurance/Quality Control processes.

TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS

The Engineer shall obtain or collect data to create cross-sections and digital terrain models, locate existing utilities, topographic features and existing improvements, details of existing bridge structures, details of existing drainage features (e.g. culverts, manholes, etc.), wetlands, boreholes, Right-Of-Way, establish new and verify existing horizontal and vertical control points. The Engineer shall prepare right-of-entry authorization prior to doing work or field investigations inside private properties. The Engineer may be asked to prepare preliminary surveys to expedite the work at hand.

TASK 3: PRELIMINARY ENGINEERING

Collect data, conduct field reconnaissance, site visits, identify stakeholders, develop design criteria, prepare summary of site characteristics. Request, obtain and review effective modeling previously performed by FEMA or other agencies. Perform preliminary hydrologic and hydraulic (H&H) analysis for a discrete location, an existing structure, and/or an area with respect to watershed delineation, stromwater routing, land use and soil type determination, time of concentration calculation, selection of an appropriate hydrologic calculation method, preparation of peak stormwater runoff rates, selection of an appropriate design frequency, stormwater detention and water quality facility requirements, and "existing conditions" hydraulic analysis. Provide recommendation(s) with order of magnitude cost estimates for proposed solution(s) for review with the County, if applicable.

TASK 4: GEOTECHNICAL INVESTIGATION

Perform geotechnical engineering studies, including field investigation, laboratory analysis and reports, which support the investigation of pavement design, retaining walls, streambank protection, stability analysis, and scour analysis.

TASK 5: ENVIRONMENTAL STUDIES

Perform environmental evaluations and prepare documentation required per the Williamson County Environmental Protocol, for the various regulation authorities including the Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), the Williamson County Regional Habitat Conservation Foundation (WCCF), and the City of Georgetown "Salamander Ordinance". The intention of the Environmental Services task is to attain necessary clearance letters and approval in

order to proceed with the proposed project. No state or federal funds are anticipated to be used on this project.

TASK 6: UTILITY COORDINATION

Perform utility coordination services, including preparation of contact lists, utility locate requests, meeting and contacting utilities owners, Subsurface Utility Engineering (Levels A, B, C & D), digitizing utility plans, conflict assessment and tracking, and preparation/review of utility agreement packages done by others.

TASK 7: FEMA COORDINATION

The Engineer shall determine applicability of Federal Emergency Management Authority (FEMA) oversight. The Engineer shall obtain and review the effective floodplain model(s), prepare pre-project and post-project models and quantify impacts attributable to the proposed project. If a culvert is located in a known floodplain and modeling shows that it causes a change in the floodplain boundary or 1% annual chance water surface elevations, the Engineer shall prepare and submit a Conditional Letter of Map Revision (CLOMR), coordinate review process through FEMA, and prepare and submit a Letter of Map Revision (LOMR) after construction is complete.

TASK 8: FINAL ENGINEERING

Develop the final plans, specifications and estimates for construction of the project. Final engineering will include final design plans for the project, including potential bridge, traffic control and construction sequencing, roadway approach horizontal and vertical alignments, typical sections, design cross sections and earthwork, scour analysis, channel grading and improvements, culvert and storm drainage plans, stormwater detention and water quality facility plans, signing and pavement markings, erosion control, design and construction schedules, quantities and estimates, and required agreements and permits.

TASK 9: BIDDING PHASE SERVICES

Prepare construction documents including project specifications and general notes, attend pre-bid meeting, furnish bidding documents to interested bidders, respond to bidder questions, analyze contractor bids and references, and recommend award of construction contract to lowest qualified bidder.

TASK 10: CONSTRUCTION PHASE SERVICES

Provide construction coordination with the County and the Contractor, attend pre-construction conference, attend progress meetings, perform site visits, and review submittals, field change requests, requests for information, and change orders.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. 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 _____.

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 _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

PAPE- DAWSON

Classification	Rate
Vice President	$ 285.84
Sr. Manager	$ 186.46
Principal Engineer	$ 247.28
Project Manager	$ 150.37
Project Engineer	$ 122.08
Project Surveyor	$ 140.76
Assistant Manager	$ 133.81
Designer	$ 104.05
EIT	$ 104.05
GIS Analyst	$ 87.55
Sr. Env/Sci/Geo/Arch	$ 154.43
Project Env/Sci/Geo/Arch	$ 109.80
Staff Env/Sci/Geo/Arch	$ 72.54
Project Coordinator	$ 116.75
Technician	$ 75.56
Clerical	$ 77.35
Survey Crew (4 person) with equipment	$ 234.55
Survey Crew (3 person) with equipment	$ 193.68
Survey Crew (2 person) with equipment	$ 152.81

Gorrondona Associates, Inc.

Employee Type	Rate
Project Manager	$ 176.79
Project Engineer	$ 140.24
Design Engineer	$ 116.60
Engineer in Training	$ 90.46
Engineer Tech	$ 89.05
Junior Engineer Tech	$ 88.20
Admin	$ 52.92

The Rios Group, Inc.

Job Classification	Rate
Project Manager	$ 204.90
Senior Engineer	$ 190.27

Project Engineer	$ 161.00
Design Engineer	$ 131.72
Senior CADD Operator	$ 102.45
CADD Operator	$ 81.96
Junior CADD Operator	$ 67.33
Senior Utilities Coordinator	$ 161.00
Utilities Coordinator	$ 117.09
Admin/Clerical	$ 70.25

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

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

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

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE
OTHER DIRECT EXPENSES

Client:	Williamson County
Contract #:	1711-206
ID or SD:	ID
Consultant Firm:	Pape-Dawson Engineers, Inc.
Prime or Sub:	Prime
Consultant PM:	Howard L Lyons, P.E.
Client PM:	Kon Kwan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
TRAVEL					
Mileage	mile	Current State Rate	F		
Parking	day		M		$35.00
Toll Charges	each		M		$4.00
ADMINISTRATIVE					
Standard Postage	letter	Current Postal Rate	F		
Certified Letter Return Receipt	each	Current Postal Rate	F		
Overnight Mail - letter size	each	Current Postal Rate	M		$0.00
Overnight Mail - oversized box	each	Current Postal Rate	M		$0.00
Courier Services	each		M		$30.00
Photocopies B/W (11" X 17")	each		F	$0.25	
Photocopies B/W (8 1/2" X 11")	Each		F	$0.15	
Photocopies Color (11" X 17")	each		F	$1.25	
Photocopies Color (8 1/2" X 11")	each		M		$0.75
Digital Ortho Plotting	sheet		M		$1.90
Plots (B/W on Bond)	per sq. ft.		M		$1.00
Plots (Color on Bond)	per sq. ft.		F	$1.75	
Plots (Color on Photographic Paper)	per sq. ft.		F	$4.50	
Color Graphics on Foam Board	square foot		F	$7.50	
Presentation Boards 30" X 40" Color Mounted	each		M		$10.00
Report Printing	each		M		$50.00
Report Binding and tabbing	each		M		$5.00
Reproduction of CD/DVD	each		M		$4.00
CDs	each		F	$1.75	
4" X 6" Digital Color Print	picture		F	$0.45	
ENV-PUBLIC INVOLVEMENT					
Tx Parks & Wildlife Data Request Fees	each		M		$70.00
Hazardous Materials Database Search	per search		M		$350.00
Noise Meter Rental	per project		M		$250.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		M		$40.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project		F	$40.00	
Newspaper Advertisement	per publication		M		$5,500.00
Court Reporter	page		M		$10.00
Court Reporter (Public Meetings, Hearings & Transcription)	day		M		$700.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event		F	$600.00	
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour		M		$100.00
Custodian for Public Involvement	hour/custodian		M		$65.00
Sound Technician for Public Involvement	event		M		$400.00
Public Involvement Facility Rental (estimate)	4 hours		M		$800.00
Public involvement Facility Rental (estimate)	8 hours		M		$2,500.00
Public Involvement Facility Rental (estimate)	hour		M		$400.00
Public Involvement Facility Rental	event		M		$10,000.00
Audio - Equipment Rental	each		M		$400.00
Audio - Visual Equipment Rental	event		M		$450.00
Public Notices - Mass Mailing (500 pieces)	per mailing		M		$500.00
Public Involvement Design for palm cards, flyers, newsletters	hour		F	$100.00	

Client:	Williamson County
Contract #:	1711-206
ID or SD:	ID
Consultant Firm:	Pape-Dawson Engineers, Inc.
Prime or Sub:	Prime
Consultant PM:	Howard L Lyons, P.E.
Client PM:	Kon Kwan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
Public Involvement Printing for palm cards, flyers, newsletters	each		F	$1.00	
Public Involvement Meetings Supplies	per meeting		F	$150.00	
Postcard Postage	each	Current Postal Rate	F		
Environmental Database Search	per project				$900.00
H&H					
FEMA FIS (Manual)	each		M		$5.00
FEMA FIS Backup Data Request	each		M		$325.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each		F	$8,250.00	
FEMA Model/Floodplain Hardcopy	each		F	$250.00	
Boat with Motor	day		M		$300.00
Fathometer	day		M		$90.00
Site/Pavement Forensices					
Backhoe Rental	day		M		$1,500.00
Barge Rental for Off Shore Driling	day		M		$8,000.00
Mobilization and Demobilization Barge for Submerged Areas	each		M		$22,000.00
Crane Assemble/Disassemble Barge	day		M		$8,000.00
Interior pipe wall condition video (equipment only) (for small pipe from 12" to 24" in diameter)	day		M		$300.00
Interior pipe wall condition video (equipment only) (for pipe larger than 24" in diameter)	day		M		$600.00
Ground Penetrating Radar	day		M		$1,200.00
Traffic Control					
Railroad - Flagger (Service provided by RR)	hour		M		$135.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of $1 Million required by RR.)	each	Actual Cost	M		$3,500.00
Railroad - Permit [Note: Read and then delete this note. Most railroad companies charge a fee of $500 for the permit to access their property.]	each		M		$6,000.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person		M		$350.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		M		$5,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		M		$3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day		M		$2,200.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		M		$1,200.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		M		$950.00
Flashing Arrow Board	day		F	$750.00	
Portable Message Board	day		M		$750.00
Law Enforcement/Uniform Officer (including vehicle)	Hour		M		$125.00
Required Permit Fees (non- railroad)	each		M		$1,000.00
Survey					
GPS Receiver (rates applied to actual time GPS units are in use)	hour		F	$30.00	
GPS RTK (rates applied to actual time GPS units are in use)	hour		F	$30.00	
GPS Static (rates applied to actual time GPS units are in use)	hour		F	$30.00	
Map Records	sheet		M		$4.00
Deed Copies	sheet		F	$2.00	
Certified Deed Copies	sheet		F	$5.00	
Plat Copies	sheet				$4.00

Client:	Williamson County
Contract #:	1711-206
ID or SD:	ID
Consultant Firm:	Pape-Dawson Engineers, Inc.
Prime or Sub:	Prime
Consultant PM:	Howard L Lyons, P.E.
Client PM:	Kon Kwan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
Historical Aerial Images	unit		M		$150.00
Aerial Photographs (1" = 500' scale)	each		M		$150.00
Reprographics	per sq. ft.		M		$5.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour		M		$250.00
Ground Target (includes paint, panel material, etc.)	Each		M		$27.50
Helicopter Equipment LiDAR - Project Flight Miles (On project flight miles)	per mile		M		$55.00
Helicopter Equipment LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile		M		$10.00
Fixed Wing Airborne LiDAR - Project Flight Miles (On project flight miles)	per mile		M		$20.00
Fixed Wing Airborne LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile		M		$8.00
Aerial Photography - Airborne GPS/IMU Data collection/Processing	Per Project		M		$2,250.00
Aerial Photography - Project Flight Miles (On project flight miles)	Per Mile		M		$25.00
Aerial Photography - Transit miles (including turn, maneuver miles and local airport to project)	Per mile		M		$7.00
Photo Lab Service - Black and White Processing (film, development, scanning)	Per Frame		F	$18.00	
Photo Lab Service - Color Infrared Processing (film, development, scanning)	Per Frame		F	$28.50	
Photo Lab Service - Color Processing (film, development, scanning)	Per Frame		F	$28.00	
Photo Lab Service - Digital image processing	Per Frame		F	$26.00	
Photo Lab Service - Enlargements, Lamination, Mounting	per sq. ft.		F	$6.00	
Mobilization for LiDAR Mobile Mapping Vehicle (travel to project)	per mile				$5.00
Hydrographics Sonar Equipment	day				$500.00
Datum Point Rod Setting (3/4" aluminum rod driven to refusal, normally with a power driver with a datum point and a floating datum cap, in a 12-14" diameter hole 3-1/2 deep, encased by a pvc pipe, backfilled with sand with an access cap. (Includes One Call, equipment, rentals, and materials) TxDOT Survey Manual Fig. C-7).	each				$300.00



Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1: EIT	$ 102.00
E-2: Engineer	$ 118.00
E-3: Design Engineer	$ 142.00
E-4: Project Engineer	$ 166.00
E-5: Senior Project Engineer	$ 203.00
E-6: Engineering Specialist/Project Manager	$ 254.00
E-7: Senior Project Manager	$ 337.00
Designers	
D-1: Designer/Environmental Scientist I	$ 95.00
D-2: Designer/Environmental Scientist II	$ 111.00
D-3: Senior Designer/Environmental Scientist	$ 132.00
Technicians	
T-1: Intern	$ 74.00
T-2: Technician	$ 94.00
T-3: Senior Technician	$ 114.00
Management/Administration	
X-1: Administrative Asst./ Admin Intern	$ 58.00
X-2: Administrative Assistant	$ 79.00

Williamson County
Small Drainage & Roadway Project Design Contract

SUE UNIT PRICES & FIELD CREW HOURLY RATES
THE RIOS GROUP, INC.

1. Utility Designation/ Investigation/ Mapping Services Unit Prices

Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.

Price per linear foot:	$1.60/lf

2. Subsurface Utility Location (Test Hole) Services Unit Prices

Price includes all associated costs including but not limited to vacuum excavation, engineering, survey, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.

Price per test hole:	0 feet to 5 feet	$1,155.00 ea
	Over 5 feet to 8 feet	$1,476.50 ea
	Over 8 feet to 13 feet	$1,785.00 ea
	Over 13 feet to 20 feet	$2,310.00 ea
	Over 20 feet	$2,875.50 ea
	Pavement Coring	$350.00 ea

Note: Depth will be determined from surface to the bottom of the utility.

3. Mobilization/ Demobilization Unit Prices

Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.

Vacuum excavation truck:	$4.50/mile
Utility Designating vehicle:	$2.50/mile

Note: All rates include equipment and personnel travel time.

4. Miscellaneous Expenses Unit Prices

Required Permit Fees:	at cost
Designed Traffic Control Plan	at cost
Traffic Control: Lane Closures, Detours, Flagging:	at cost
Special select backfill/pavement restoration:	at cost
Reproducibles beyond normal requirements:	at cost
Other SUE related activities:	at cost

5. Hourly Field Crew Rates

FIELD PERSONNEL HOURLY SERVICE:	Hourly Rate
One Designating Person w/ Equipment	$160.00/hr
Two Person Designating Crew w/ Equipment	$240.00/hr
Three Person Locating Crew w/ Excavation Vehicle	$335.00/hr

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 158373 PAPEDAWS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Zachary Vacek PHONE (A/C, No, Ext): 713 490-4566 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: zachary.vacek@usi.com
INSURED Pape-Dawson Consulting Engineers, Inc. 2000 NW Loop 410 San Antonio, TX 78213-4640	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Berkley Insurance Company 32603 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEC9019254	02/28/2018	02/28/2019	$5,000,000 per claim $5,000,000 annl aggr. claims made	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Includes: County, its director, officers and employees.

Supplemental Name
Pape-Dawson Consulting Engineers, Inc.
Pape-Dawson Engineers, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Williamson County 710 Main Street, Suite 102 Georgetown, TX 78626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

VRRSP Consultants, LLC, but only for Pape Dawson's legal liability arising out of Professional Services provided by VRRSP Consultants, LLC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Judy Summers
The Bank of San Antonio Insurance Group, Inc. 1900 NW Loop 410, Suite 200 San Antonio TX 78213	PHONE (A/C, No, Ext): (210) 822-1571 FAX (A/C, No): (210) 822-6027 E-MAIL ADDRESS: judy.summers@thebankofsainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Co	35289
INSURER B : National Fire Ins. of Hartford	20478
INSURER C : American Casualty Co. of Reading PA	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, Inc.
DBA: Pape-Dawson Engineers, Inc.
2000 NW Loop 410
San Antonio TX 78213

COVERAGES **CERTIFICATE NUMBER: CL1721710194** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	Y	5099445087	2/28/2017	2/28/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	5099445106	2/28/2017	2/28/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000	X		5099445123	7/1/2017	2/28/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	5099445090	2/28/2017	2/28/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder includes: County, its directors, officers and employees General Liability - Blanket Additional Insured with C Ops Endt #CNA75079XX/Blanket Waiver of Subrogation Endt CNA75008XX/ Blanket 30-Day Notice of Cancellation Endt #CNA74702XX. Auto Liability - Blanket Additional Insured Endt #CA2048/Blanket Waiver of Subrogation Endt #CA0444/ Blanket 30-Day Notice of Cancellation Endt #CNA72315XX Workers Compensation - Blanket Waiver of Subrogation Endt #WC420304B/Blanket 30 -Day Notice of Cancellation Endt#WC420301H

CERTIFICATE HOLDER

Williamson County
710 Main Street Suite 102
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katy Brooks/JS

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part,** including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:

A. unless paragraph **B.** below applies,

1. **bodily injury, property damage**, or **personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or

2. **bodily injury** or **property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if

a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and

b. this **coverage part** provides such coverage.

B. **bodily injury, property damage,** or **personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:

1. this **coverage part** provides coverage for **bodily injury** or **property damage** included within the **products completed operations hazard**; and

2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.

II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract.**

III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **(4)** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA	CNA PARAMOUNT Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	30
Number of days notice for nonpayment of premium:	
Name of person or organization to whom notice will be sent:	10 Days for Non Payment
Address:	Per Schedule on File

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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POLICY NUMBER
C 5099445106

INSURED NAME AND ADDRESS
PAPE DAWSON CONSULTING ENGINEERS, INC. (SEE ENDT)
2000 NW LOOP 410

SAN ANTONIO, TX 78213

POLICY CHANGES
DESIGNATED INSURED CA2048

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED BLANKET

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON OR ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

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Thomas F. Motamed
Chairman of the Board

Jonathan Kaufman
Secretary

G-56015-B (ED. 11/91)

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	PAPE DAWSON CONSULTING ENGINEERS, INC. (SEE ENDT)
Endorsement Effective Date:	02/28/2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. **Number of days advance notice:**

   10 Days if we cancel for non-payment of premium.

   30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. **Person or Organization's Name and Address**

Name:	PER SCHEDULE ON FILE
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations
3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. **Final Premium**

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX—CONDITIONS

A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. **Cancelation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers' Compensation.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of:
   a. Fraud in obtaining coverage;
   b. Misrepresentation of the amount of payroll for purposes of premium calculation;
   c. Failure to pay a premium when payment was due;
   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.

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WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Alliance Transportation Group ("Engineer")**
ADDRESS: **11500 Metric Blvd, Bldg M-1, Ste 150 Austin, TX 78758**
PROJECT: **Engineering Design Services for Small Drainage and Roadway Project Design ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three million and no/100 Dollars ($3,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Clint Jumper, PE, PTOE
Alliance Transportation Group, Inc.
11500 Metric Blvd, Bldg M-1, Ste 150
Austin, TX 78758

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Clint Jumper, PE, PTOE
Alliance Transportation Group, Inc.
11500 Metric Blvd, Bldg M-1, Ste 150
Austin, TX 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United

States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 County, 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

Alliance Transportation Group, Inc.

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Alliance Transportation Group, Inc.
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

Engineering Design Services for Small Drainage and Roadway Projects

PROJECT DESCRIPTION:
This project consists of providing engineering services for the repair, maintenance, and replacement of existing drainage and roadway facilities maintained by Williamson County. Drainage facilities may include pipe culverts, box culverts, low-water crossings, bridges, detention or water quality facilities, or a combination thereof. Roadway facilities may include seal-coat, overlay, or reconstruction of roadways in rural and urban settings, bridge approaches, driveway, curb and gutter, Metal Beam Guard Fence, or a combination thereof.

TASK 1: PROJECT MANAGEMENT

Attend meetings, coordinate with County Road & Bridge department, prepare monthly progress reports and invoices, administrative activities, maintain project schedule, management of subconsultants, and Quality Assurance/Quality Control processes.

TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS

The Engineer shall obtain or collect data to create cross-sections and digital terrain models, locate existing utilities, topographic features and existing improvements, details of existing bridge structures, details of existing drainage features (e.g. culverts, manholes, etc.), wetlands, boreholes, Right-Of-Way, establish new and verify existing horizontal and vertical control points. The Engineer shall prepare right-of-entry authorization prior to doing work or field investigations inside private properties. The Engineer may be asked to prepare preliminary surveys to expedite the work at hand.

TASK 3: PRELIMINARY ENGINEERING

Collect data, conduct field reconnaissance, site visits, identify stakeholders, develop design criteria, prepare summary of site characteristics. Request, obtain and review effective modeling previously performed by FEMA or other agencies. Perform preliminary hydrologic and hydraulic (H&H) analysis for a discrete location, an existing structure, and/or an area with respect to watershed delineation, stromwater routing, land use and soil type determination, time of concentration calculation, selection of an appropriate hydrologic calculation method, preparation of peak stormwater runoff rates, selection of an appropriate design frequency, stormwater detention and water quality facility requirements, and "existing conditions" hydraulic analysis. Provide recommendation(s) with order of magnitude cost estimates for proposed solution(s) for review with the County, if applicable.

TASK 4: GEOTECHNICAL INVESTIGATION

Perform geotechnical engineering studies, including field investigation, laboratory analysis and reports, which support the investigation of pavement design, retaining walls, streambank protection, stability analysis, and scour analysis.

TASK 5: ENVIRONMENTAL STUDIES

Perform environmental evaluations and prepare documentation required per the Williamson County Environmental Protocol, for the various regulation authorities including the Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), the Williamson County Regional Habitat Conservation Foundation (WCCF), and the City of Georgetown "Salamander Ordinance". The intention of the Environmental Services task is to attain necessary clearance letters and approval in

order to proceed with the proposed project. No state or federal funds are anticipated to be used on this project.

TASK 6: UTILITY COORDINATION

Perform utility coordination services, including preparation of contact lists, utility locate requests, meeting and contacting utilities owners, Subsurface Utility Engineering (Levels A, B, C & D), digitizing utility plans, conflict assessment and tracking, and preparation/review of utility agreement packages done by others.

TASK 7: FEMA COORDINATION

The Engineer shall determine applicability of Federal Emergency Management Authority (FEMA) oversight. The Engineer shall obtain and review the effective floodplain model(s), prepare pre-project and post-project models and quantify impacts attributable to the proposed project. If a culvert is located in a known floodplain and modeling shows that it causes a change in the floodplain boundary or 1% annual chance water surface elevations, the Engineer shall prepare and submit a Conditional Letter of Map Revision (CLOMR), coordinate review process through FEMA, and prepare and submit a Letter of Map Revision (LOMR) after construction is complete.

TASK 8: FINAL ENGINEERING

Develop the final plans, specifications and estimates for construction of the project. Final engineering will include final design plans for the project, including potential bridge, traffic control and construction sequencing, roadway approach horizontal and vertical alignments, typical sections, design cross sections and earthwork, scour analysis, channel grading and improvements, culvert and storm drainage plans, stormwater detention and water quality facility plans, signing and pavement markings, erosion control, design and construction schedules, quantities and estimates, and required agreements and permits.

TASK 9: BIDDING PHASE SERVICES

Prepare construction documents including project specifications and general notes, attend pre-bid meeting, furnish bidding documents to interested bidders, respond to bidder questions, analyze contractor bids and references, and recommend award of construction contract to lowest qualified bidder.

TASK 10: CONSTRUCTION PHASE SERVICES

Provide construction coordination with the County and the Contractor, attend pre-construction conference, attend progress meetings, perform site visits, and review submittals, field change requests, requests for information, and change orders.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. 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 _____.

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 _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Alliance Transportation Group, Inc.

Labor Classification	Labor Rate
Project Principal	$ 265.00
Senior Project Manager	$ 244.00
Project Manager	$ 230.00
Hydraulic Engineer	$ 210.00
Senior Engineer	$ 205.00
Project Engineer	$ 160.00
Engineer-in-Training	$ 115.00
Senior Engineering Technician	$ 133.00
Engineering Technician	$ 92.00
Project Administrator	$ 104.00
Clerical	$ 85.00

Arias & Associates, Inc.

Labor Classification	Labor Rate
Professional Engineer, PE	$ 144.74
Graduate Engineer, EIT	$ 86.14
Graduate Geologist, GIT	$ 54.67
Technician	$ 52.04
Clerical	$ 49.12

CD&P

Labor Classification	Labor Rate
Principal	$ 167.55
Public Involvement Project Manager	$ 147.84
Public Involvement Task Leader	$ 123.20
PI & Spanish Language Specialist	$ 98.56
Senior Graphic Designer	$ 86.24
PI Coordinator	$ 73.92
Clerical	$ 49.28

Cobb, Fendley & Associates, Inc.

Labor Classification	Labor Rate
Project Manager	$ 173.71
Senior Engineer	$ 233.72
Project Engineer	$ 142.13
Graduate Engineer	$ 107.38
Senior Technician	$ 135.81
Technician	$ 110.54
Senior Utility Specialist	$ 157.92
Utility Specialist	$ 123.18
Clerical	$ 72.64

CP&Y, Inc.

Labor Classification	Labor Rate
Senior Engineer	$ 217.19
Project Engineer	$ 186.17
Structural Engineer	$ 145.83
Engineer-in-Training	$ 117.91
Engineering Technician	$ 108.60
Senior Environmental Professional	$ 226.50
Environmental Professional	$ 186.17
Senior Environmental Technician	$ 139.62
Environmental Technician	$ 102.39
Clerical	$ 105.49

Survey And Mapping, LLC

Labor Classification	Labor Rate
Principal	$ 170.37
Senior Project Manager	$ 161.32
Project Manager	$ 125.10
Senior Survey Technician	$ 97.12
Survey Technician	$ 88.89
Administration/Clerical Support	$ 70.78
Two (2) Person Survey Field Crew	$ 131.69
Three (3) Person Survey Field Crew	$ 161.32
Additional Rodperson, Chainperson, Flagperson	$ 32.92
One (1) Person Survey Field Crew with Reciever or Robotic Total Station	$ 105.35
Project Coordinator - Mobile LiDAR	$ 121.32
Mobile LiDAR Processing Technician	$ 96.30
Project Coordinator - AM	$ 131.69
Certified Photogrammetrist	$ 108.64
Analytical Triangulation Specialist	$ 86.42
Aerial Mapping Technician	$ 86.42
Orthophoto Specialist	$ 86.42
Mapping Editor (includes QA/QC, Finishing, & Finalization)	$ 75.72
Aerial Office Technician	$ 73.25
Project Coordinator - AP	$ 115.23
Aerial Processing Technician	$ 85.10
Project Coordinator - FWAL	$ 111.44
Airborne LiDAR Processing Technician	$ 86.42
Project Coordinator - HAL	$ 110.29
Helicopter LiDAR Processing Technician	$ 107.16

DIRECT EXPENSES - Alliance Transportation Group, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Standard Postage - Letter	each	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - Letter Size	each	$ 25.00
Overnight Mail - Overside Box	each	$ 30.00
Courier Services	each	$ 50.00
Photocopies B/W (8 1/2" x 11")	each	$ 0.25
Photocopies B/W (11" x 17")	each	$ 0.50
Photocopies Color (8 1/2" x 11")	each	$ 1.00
Photocopies Color (11" x 17")	each	$ 2.00
Plots (B/W on Bond)	square foot	$ 6.00
Plots (Color on Bond)	square foot	$ 8.00
CDs	each	$ 0.50

DIRECT EXPENSES - Arias & Associates, Inc.

Description	Unit	Cost/Unit
Field Testing		
Mobilization of Drilling Equipment (Austin area)	Each	$ 425.00
Soil Drilling and Standard Sampling Per Foot	Per Foot	$ 18.00
Shelby Tube/SPT Sample – Each (Additional Samples)	Each	$ 20.00
TxDOT TCP Test – Each	Each	$ 25.00
Rock Core Sampling - Per Foot	Per Foot	$ 26.00
Patch Holes (Concrete/Asphalt Patch) - Each	Each	$ 50.00
Backfill Boring Hole, Holeplug & Cuttings	Per Foot	$ 6.50
Grout Boring Hole (4 - 6" dia) - Per Foot	Per Foot	$ 10.00
Hourly Charge for Drill Crew/Rig Standby – Per Hour	Per Hour	$ 225.00
Asphalt Coring Equipment	Per Day	$ 175.00
Construction Truck	Per Trip	$ 48.50
Laboratory Testing		
Moisture Content Test	Each	$ 10.00
Atterberg Limits Determination (ASTM D4318)	Each	$ 65.00
Grain Size Analysis Mechanical (ASTM D422)	Each	$ 65.00
Grain Size Analysis with Hydrometer (ASTM D422)	Each	$ 125.00
Material Finer than No. 200 Sieve (ASTM D1140)	Each	$ 30.00
Moisture Density Relationship – Standard (ASTM D698)	Each	$ 195.00
Moisture Density Relationship – Modified (ASTM D1557)	Each	$ 220.00
Moisture Density Relationship – TEX-114-E	Each	$ 195.00
Moisture Density Relationship – TEX-113-E	Each	$ 210.00
Swell Test – Pressure Swell - Each	Each	$ 125.00
Swell Test - Percent Free Swell - Each	Each	$ 82.00
Unconfined Compressive Strength – Soil/Rock	Each	$ 55.00
1-D Consolidation (ASTM D2435)	Each	$ 425.00
Soluble Sulfates (TEX-145-E)	Each	$ 55.00
Soil pH (TEX-128-E)	Each	$ 45.00
Corrosion Suite (pH, Sulfates, Chlorides, Box Resistivity)	Each	$ 400.00
Stabilization Ability of Lime by Soil pH (TEX-121-E, III)	Each	$ 215.00
Soil Organic Content	Each	$ 50.00
Subcontract Services		
GPR, Specialty Testing, Traffic control, etc.		At Cost

DIRECT EXPENSES - CD&P

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (8 1/2" x 11")	each	$ 0.10
Photocopies B/W (11" x 17")	each	$ 0.20
Photocopies Color (8 1/2" x 11")	each	$ 0.40
Photocopies Color (11" x 17")	each	$ 0.80
Postage	each	Current Postal Rate
Misc Supplies (estimate, only as needed)	each	At Cost

DIRECT EXPENSES - Cobb, Fendley & Associates, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (up to 11" x 17")	each	$ 0.15
Photocopies Color (up to 11" x 17")	each	$ 1.50
Plots (B/W on Bond) - larger than 11"x17"	square foot	$ 2.00
Plots (Color on Bond) - larger than 11"x17"	square foot	$ 3.00
Courier / Deliveries	each	At Cost
Postage	each	Current Postal Rate

UNIT COSTS - Cobb, Fendley & Associates, Inc.

Description	Unit	Cost/Unit
Level A - Location (Non-Destructive Excavation): Vertical Depth:		
0 Ft. - 5 Ft.	Each	$ 1,200.00
5 Ft. - 8 Ft.	Each	$ 1,600.00
8 Ft. - 13 Ft.	Each	$ 1,850.00
> 13 ft	Vertical Foot	$ 150.00
One-Man Designating Crew with Equipment (4-hr minimum)	Hour	$ 100.00
Two-Man Designating Crew with Equipment (4-hr minimum)	Hour	$ 160.00
Vacuum Excavation Truck with 2 Technicians (4-hr minimum)	Hour	$ 285.00
Ground Penetrating Radar with 1Tech (4-Hour Minimum)	Hour	$ 250.00
Designation & Traffic Control Vehicles	Mile	$ 3.40
Location Vehicles	Mile	$ 6.80
Traffic Control (Lane Closures, etc.)		At Cost
2-man Survey Crew	Hour	$ 160.00
1-man Survey Crew	Hour	$ 120.00

DIRECT EXPENSES - CP&Y, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (8 1/2" x 11")	each	$ 0.10
Photocopies B/W (11" x 17")	each	$ 0.25
Photocopies Color (8 1/2" x 11")	each	$ 0.75
Photocopies Color (11" x 17")	each	$ 2.00
Plots (B/W on Bond)	square foot	$ 0.55
Plots (Color on Bond)	square foot	$ 1.50

DIRECT EXPENSES - Survey And Mapping, LLC

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Courier Services	each	$ 30.00

UNIT COSTS - Survey And Mapping, LLC

Description	Unit	Cost/Unit
LiDAR Mobile Mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include travel to project.)	day	$ 6,000.00
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	mile	$ 20,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft (Includes Pilot and Camera Operator)	hour	$ 180.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	hour	$ 192.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation cost)	mile	$ 20,000.00
Helicopter Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	hour	$ 190.00
AP Transit Miles	mile	$ 5.90
AP Project Flight Miles	mile	$ 20.00
AP ABGPS Processing	project	$ 2,250.00
FWAL Transit Miles	mile	$ 6.00
FWAL Project Flight Miles	mile	$ 20.00
HAL Transit Miles	mile	$ 12.00
HAL Project Flight Miles	mile	$ 52.00
B&W processing (film, development, scanning)	each	$ 16.00
CIR processing (film, development, scanning)	each	$ 23.00
Color processing (film, development, scanning)	each	$ 26.00
Digital Image Processing	each	$ 20.00
Mount/Lament/Print	each	$ 4.00
Fixed Wing UAS	day	$ 7,000.00
Rotary Wing UAS	day	$ 6,200.00
360 degree Camera System	day	$ 250.00
LiDAR Workstation	hour	$ 25.00
Railroad - Flagger (Service Provided by RR)	hour	$ 60.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of $1 Million required by RR.)	each	$ 2,500.00
Railroad - Permit	each	$ 2,000.00
Railroad - Safety Training	per person	$ 300.00
Traffic Control	day	$ 1,500.00
GPS Receiver	hour	$ 25.00
Deed Records	sheet	$ 1.00
Map Records	sheet	$ 6.00
Terrestrial Laser Scanner	hour	$ 80.00

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

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

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

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 53341 ALLITEXA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trudy Henry
Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Trumbull Insurance Company	27120
INSURER C : Travelers Casualty & Surety Co of Ameri	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alliance Transportation Group Inc.
11500 Metric Blvd.
Austin, TX 78758

COVERAGES **CERTIFICATE NUMBER: 18-19** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			20SBWAJ2382	01/14/2018	01/14/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			20UEGIB4000	01/14/2018	01/14/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			20SBWAJ2382	01/14/2018	01/14/2019	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20WBGAB0N9F	01/14/2018	01/14/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			105848182	01/14/2018	01/14/2019	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County, its directors, officers and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by (See Attached Descriptions)

CERTIFICATE HOLDER

Williamson County Auditor
c/o Pam Navarrette
710 Main Street, Suite 301
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS
and
COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

		Beginning on Page
A.	Cancellation	**1**
B.	Changes	**1**
C.	Concealment, Misrepresentation Or Fraud	**2**
D.	Examination Of Your Books And Records	**2**
E.	Inspections And Surveys	**2**
F.	Insurance Under Two Or More Coverages	**2**
G.	Liberalization	**2**
H.	Other Insurance - Property Coverage	**2**
I.	Premiums	**2**
J.	Transfer Of Rights Of Recovery Against Others To Us	**2**
K.	Transfer Of Your Rights And Duties Under This Policy	**3**
L.	Premium Audit	**3**

COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
         (a) Seasonal unoccupancy; or
         (b) Buildings in the course of construction, renovation or addition.

      Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

      (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
         (a) Have not started; and
         (b) Have not been contracted for,

      within 30 days of initial payment of loss.

      (3) The building has:
         (a) An outstanding order to vacate;
         (b) An outstanding demolition order; or
         (c) Been declared unsafe by governmental authority.

      (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

      (5) Failure to:
         (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
         (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
   c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you; or

c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot, President

EVALUATION - Small Drainage and Roadway Project Design
RFQ 1711-206
January 11, 2018

Mandatory Criteria	Maximum Score Points	Alliance Transportation Group, Inc	Bridgefarmer & Associates, Inc	Dannenbaum Engineering Corporation	Freese and Nichols	Haynie Consulting, Inc	Heji, Lee & Associates, Inc.	Jones Carter	MWM Design Group	Pape-Dawson Engineers, Inc	Schelbe Consulting, LLC	Seiler Lankes Group	Steger Bizzell	Urban Design Group	WSB & Assoc/Rogers
Project Manager's Experience/Qualifications with Similar Projects	15	12	12	10	5	8	10	15	5	12	12	12	8	8	12
Individuals on Project Team's Experience/Qualifications with seal coat and overlay plan development.	15	12	15	5	5	1	5	1	5	15	1	5	5	5	12
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	12	10	10	5	5	8	10	5	10	5	5	5	5	12
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	12	15	15	10	0	0	15	5	6	15	21	15	10	12
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services.	15	15	8	12	5	5	8	10	5	12	15	8	8	10	15
Understanding of project and prior performance on Williamson County Projects	15	12	10	5	0	5	8	5	5	12	10	8	8	5	5
Availability of Project Manager, task leads and relevant staff	10	10	10	10	10	10	5	10	10	10	10	10	10	10	10
TOTAL	100	85	80	67	40	34	44	66	40	79	68	69	59	53	78

[redacted]

Interview - Small Drainage and Roadway Project Design
RFQ 1711-206
January 29, 2018

Mandatory Criteria	Maximum Score Points	Alliance Transportation Group, Inc	Bridgefarmer & Associates, Inc	Pape-Dawson Engineers, Inc	Rogers Design Services/WSB & Assoc
Project Manager's Experience/Qualifications with Similar Projects	15	13	12	14	13
Individuals on Project Team's Experience/Qualifications with seal coat and overlay plan development.	15	8	8	12	7
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	8	8	8	8
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	9	9	9	9
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services.	15	9	5	9	9
Understanding of project and prior performance on Williamson County Projects	15	9	5	9	6
Availability of Project Manager, task leads and relevant staff	10	10	10	10	10
TOTAL	100	66	57	71	62

Voting Member

[redacted]

Commissioners Court - Regular Session **36.**

Meeting Date: 03/06/2018

Approving WA # 1 Roadway Design Pape Dawson

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 Work Authorization No. 1 in the amount of $150,000.00 to expire September 30, 2018, under Williamson County Contract, for Engineering Services between Pape-Dawson Engineers, Inc. and Williamson County dated March 6, 2018 for On-Call Professional Engineering Services for Small Drainage and Roadway Projects and authorizing execution of the WA.

Background

See Agenda Item awarding RFQ # 1711-206 and attached WA. Funding source 01.0200.0210.004100, per FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Work Authorization

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 11:06 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Thomas Skiles		Started On: 02/26/2018 10:31 AM
Final Approval Date: 03/01/2018		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Professional Engineering Services for Small Drainage and Roadway Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March , 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Pape-Dawson Engineers, Inc.** (the "Engineer").

Part1. 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 **$150,000.**

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Pape-Dawson Engineers, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_____	Dan Gattis
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

TASK 1: PROJECT MANAGEMENT
TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
TASK 3: PRELIMINARY ENGINEERING
TASK 4: GEOTECHNICAL INVESTIGATION
TASK 5: ENVIRONMENTAL STUDIES
TASK 6: UTILITY COORDINATION
TASK 7: FEMA COORDINATION
TASK 8: FINAL ENGINEERING
TASK 9: BIDDING PHASE SERVICES
TASK 10: CONSTRUCTION PHASE SERVICES

Attachment C - Work Schedule

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

Attachment D - Fee Schedule

PAPE- DAWSON

Classification	Rate
Vice President	$ 285.84
Sr. Manager	$ 186.46
Principal Engineer	$ 247.28
Project Manager	$ 150.37
Project Engineer	$ 122.08
Project Surveyor	$ 140.76
Assistant Manager	$ 133.81
Designer	$ 104.05
EIT	$ 104.05
GIS Analyst	$ 87.55
Sr. Env/Sci/Geo/Arch	$ 154.43
Project Env/Sci/Geo/Arch	$ 109.80
Staff Env/Sci/Geo/Arch	$ 72.54
Project Coordinator	$ 116.75
Technician	$ 75.56
Clerical	$ 77.35
Survey Crew (4 person) with equipment	$ 234.55
Survey Crew (3 person) with equipment	$ 193.68
Survey Crew (2 person) with equipment	$ 152.81

Gorrondona Associates, Inc.

Employee Type	Rate
Project Manager	$ 176.79
Project Engineer	$ 140.24
Design Engineer	$ 116.60
Engineer in Training	$ 90.46
Engineer Tech	$ 89.05
Junior Engineer Tech	$ 88.20
Admin	$ 52.92

The Rios Group, Inc.

Job Classification	Rate
Project Manager	$ 204.90
Senior Engineer	$ 190.27
Project Engineer	$ 161.00
Design Engineer	$ 131.72
Senior CADD Operator	$ 102.45

CADD Operator	$ 81.96
Junior CADD Operator	$ 67.33
Senior Utilities Coordinator	$ 161.00
Utilities Coordinator	$ 117.09
Admin/Clerical	$ 70.25

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE
OTHER DIRECT EXPENSES

Client:	Williamson County
Contract #:	1711-206
ID or SD:	ID
Consultant Firm:	Pape-Dawson Engineers, Inc
Prime or Sub:	Prime
Consultant PM:	Howard L Lyons, P.E.
Client PM:	Kon Kwan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
TRAVEL					
Mileage	mile	Current State Rate	F		
Parking	day		M		$35.00
Toll Charges	each		M		$4.00
ADMINISTRATIVE					
Standard Postage	letter	Current Postal Rate	F		
Certified Letter Return Receipt	each	Current Postal Rate	F		
Overnight Mail - letter size	each	Current Postal Rate	M		$0.00
Overnight Mail - oversized box	each	Current Postal Rate	M		$0.00
Courier Services	each		M		$30.00
Photocopies B/W (11" X 17")	each		F	$0.25	
Photocopies B/W (8 1/2" X 11")	Each		F	$0.15	
Photocopies Color (11" X 17")	each		F	$1.25	
Photocopies Color (8 1/2" X 11")	each		M		$0.75
Digital Ortho Plotting	sheet		M		$1.90
Plots (B/W on Bond)	per sq. ft.		M		$1.00
Plots (Color on Bond)	per sq. ft.		F	$1.75	
Plots (Color on Photographic Paper)	per sq. ft.		F	$4.50	
Color Graphics on Foam Board	square foot		F	$7.50	
Presentation Boards 30" X 40" Color Mounted	each		M		$10.00
Report Printing	each		M		$50.00
Report Binding and tabbing	each		M		$5.00
Reproduction of CD/DVD	each		M		$4.00
CDs	each		F	$1.75	
4" X 6" Digital Color Print	picture		F	$0.45	
ENV-PUBLIC INVOLVEMENT					
Tx Parks & Wildlife Data Request Fees	each		M		$70.00
Hazardous Materials Database Search	per search		M		$350.00
Noise Meter Rental	per project		M		$250.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		M		$40.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project		F	$40.00	
Newspaper Advertisement	per publication		M		$5,500.00
Court Reporter	page		M		$10.00
Court Reporter (Public Meetings, Hearings & Transcription)	day		M		$700.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event		F	$600.00	
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour		M		$100.00
Custodian for Public Involvement	hour/custodian		M		$65.00
Sound Technician for Public Involvement	event		M		$400.00
Public Involvement Facility Rental (estimate)	4 hours		M		$800.00
Public involvement Facility Rental (estimate)	8 hours		M		$2,500.00
Public Involvement Facility Rental (estimate)	hour		M		$400.00
Public Involvement Facility Rental	event		M		$10,000.00
Audio - Equipment Rental	each		M		$400.00
Audio - Visual Equipment Rental	event		M		$450.00
Public Notices - Mass Mailing (500 pieces)	per mailing		M		$500.00
Public Involvement Design for palm cards, flyers, newsletters	hour		F	$100.00	

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE
OTHER DIRECT EXPENSES

Client:	Williamson County
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Prime or Sub:	Prime
Consultant PM:	Howard L Lyons, P.E.
Client PM:	Kon Kwan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
Public Involvement Printing for palm cards, flyers, newsletters	each		F	$1.00	
Public Involvement Meetings Supplies	per meeting		F	$150.00	
Postcard Postage	each	Current Postal Rate	F		
Environmental Database Search	per project				$900.00
H&H					
FEMA FIS (Manual)	each		M		$5.00
FEMA FIS Backup Data Request	each		M		$325.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each		F	$8,250.00	
FEMA Model/Floodplain Hardcopy	each		F	$250.00	
Boat with Motor	day		M		$300.00
Fathometer	day		M		$90.00
Site/Pavement Forensics					
Backhoe Rental	day		M		$1,500.00
Barge Rental for Off Shore Driling	day		M		$8,000.00
Mobilization and Demobilization Barge for Submerged Areas	each		M		$22,000.00
Crane Assemble/Disassemble Barge	day		M		$8,000.00
Interior pipe wall condition video (equipment only) (for small pipe from 12" to 24" in diameter)	day		M		$300.00
Interior pipe wall condition video (equipment only) (for pipe larger than 24" in diameter)	day		M		$600.00
Ground Penetrating Radar	day		M		$1,200.00
Traffic Control					
Railroad - Flagger (Service provided by RR)	hour		M		$135.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of $1 Million required by RR.)	each	Actual Cost	M		$3,500.00
Railroad - Permit [Note: Read and then delete this note. Most railroad companies charge a fee of $500 for the permit to access their property.]	each		M		$6,000.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person		M		$350.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		M		$5,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		M		$3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day		M		$2,200.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		M		$1,200.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		M		$950.00
Flashing Arrow Board	day		F	$750.00	
Portable Message Board	day		M		$750.00
Law Enforcement/Uniform Officer (including vehicle)	Hour		M		$125.00
Required Permit Fees (non- railroad)	each		M		$1,000.00
Survey					
GPS Receiver (rates applied to actual time GPS units are in use)	hour		F	$30.00	
GPS RTK (rates applied to actual time GPS units are in use)	hour		F	$30.00	
GPS Static (rates applied to actual time GPS units are in use)	hour		F	$30.00	
Map Records	sheet		M		$4.00
Deed Copies	sheet		F	$2.00	
Certified Deed Copies	sheet		F	$5.00	
Plat Copies	sheet				$4.00

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

EXHIBIT D - FEE SCHEDULE
OTHER DIRECT EXPENSES

Client:	Williamson County
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Prime or Sub:	Prime
Consultant PM:	Howard L Lyons, P.E.
Client PM:	Kon Kwan, P.E.
Discipline:	PS&E

Other Direct Expenses	Unit	Max Rate	Fixed/Max	Fixed	Maximum
Historical Aerial Images	unit		M		$150.00
Aerial Photographs (1" = 500' scale)	each		M		$150.00
Reprographics	per sq. ft.		M		$5.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour		M		$250.00
Ground Target (includes paint, panel material, etc.)	Each		M		$27.50
Helicopter Equipment LiDAR - Project Flight Miles (On project flight miles)	per mile		M		$55.00
Helicopter Equipment LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile		M		$10.00
Fixed Wing Airborne LiDAR - Project Flight Miles (On project flight miles)	per mile		M		$20.00
Fixed Wing Airborne LiDAR - Transit Miles (including turn, maneuver miles and local airport to project)	per mile		M		$8.00
Aerial Photography - Airborne GPS/IMU Data collection/Processing	Per Project		M		$2,250.00
Aerial Photography - Project Flight Miles (On project flight miles)	Per Mile		M		$25.00
Aerial Photography - Transit miles (including turn, maneuver miles and local airport to project)	Per mile		M		$7.00
Photo Lab Service - Black and White Processing (film, development, scanning)	Per Frame		F	$18.00	
Photo Lab Service - Color Infrared Processing (film, development, scanning)	Per Frame		F	$28.50	
Photo Lab Service - Color Processing (film, development, scanning)	Per Frame		F	$28.00	
Photo Lab Service - Digital image processing	Per Frame		F	$26.00	
Photo Lab Service - Enlargements, Lamination, Mounting	per sq. ft.		F	$6.00	
Mobilization for LiDAR Mobile Mapping Vehicle (travel to project)	per mile				$5.00
Hydrographics Sonar Equipment	day				$500.00
Datum Point Rod Setting (3/4" aluminum rod driven to refusal, normally with a power driver with a datum point and a floating datum cap, in a 12-14" diameter hole 3-1/2 deep, encased by a pvc pipe, backfilled with sand with an access cap. (Includes One Call, equipment, rentals, and materials) TxDOT Survey Manual Fig. C-7).	each				$300.00



Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1: EIT	$ 102.00
E-2: Engineer	$ 118.00
E-3: Design Engineer	$ 142.00
E-4: Project Engineer	$ 166.00
E-5: Senior Project Engineer	$ 203.00
E-6: Engineering Specialist/Project Manager	$ 254.00
E-7: Senior Project Manager	$ 337.00
Designers	
D-1: Designer/Environmental Scientist I	$ 95.00
D-2: Designer/Environmental Scientist II	$ 111.00
D-3: Senior Designer/Environmental Scientist	$ 132.00
Technicians	
T-1: Intern	$ 74.00
T-2: Technician	$ 94.00
T-3: Senior Technician	$ 114.00
Management/Administration	
X-1: Administrative Asst./ Admin Intern	$ 58.00
X-2: Administrative Assistant	$ 79.00

Williamson County
Small Drainage & Roadway Project Design Contract

SUE UNIT PRICES & FIELD CREW HOURLY RATES
THE RIOS GROUP, INC.

1. Utility Designation/ Investigation/ Mapping Services Unit Prices

Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.

Price per linear foot:	$1.60/lf

2. Subsurface Utility Location (Test Hole) Services Unit Prices

Price includes all associated costs including but not limited to vacuum excavation, engineering, survey, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.

Price per test hole:	0 feet to 5 feet	$1,155.00 ea
	Over 5 feet to 8 feet	$1,475.50 ea
	Over 8 feet to 13 feet	$1,785.00 ea
	Over 13 feet to 20 feet	$2,310.00 ea
	Over 20 feet	$2,875.50 ea
	Pavement Coring	$350.00 ea

Note: Depth will be determined from surface to the bottom of the utility.

3. Mobilization/ Demobilization Unit Prices

Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.

Vacuum excavation truck:	$4.50/mile
Utility Designating vehicle:	$2.50/mile

Note: All rates include equipment and personnel travel time.

4. Miscellaneous Expenses Unit Prices

Required Permit Fees:	at cost
Designed Traffic Control Plan	at cost
Traffic Control: Lane Closures, Detours, Flagging:	at cost
Special select backfill/pavement restoration:	at cost
Reproducibles beyond normal requirements:	at cost
Other SUE related activities:	at cost

5. Hourly Field Crew Rates

FIELD PERSONNEL HOURLY SERVICE:	Hourly Rate
One Designating Person w/ Equipment	$160.00/hr
Two Person Designating Crew w/ Equipment	$240.00/hr
Three Person Locating Crew w/ Excavation Vehicle	$335.00/hr

Commissioners Court - Regular Session **37.**

Meeting Date: 03/06/2018

Approving WA # 1 Drainage Design Alliance

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 Work Authorization No. 1 in the amount of $150,000.00 to expire September 30, 2018 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects and authorizing execution of the WA.

Background

See Agenda Item awarding RFQ # 1711-206 and attached WA. Funding source 01.0200.0210.004100 as per FY 2018 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Work Authorization

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 11:07 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Thomas Skiles		Started On: 02/26/2018 10:36 AM
Final Approval Date: 03/01/2018		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Professional Engineering Services for Small Drainage and Roadway Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March , 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

Part1. 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 **$150,000.**

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Alliance Transportation Group	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_____	Dan Gattis
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

TASK 1: PROJECT MANAGEMENT
TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
TASK 3: PRELIMINARY ENGINEERING
TASK 4: GEOTECHNICAL INVESTIGATION
TASK 5: ENVIRONMENTAL STUDIES
TASK 6: UTILITY COORDINATION
TASK 7: FEMA COORDINATION
TASK 8: FINAL ENGINEERING
TASK 9: BIDDING PHASE SERVICES
TASK 10: CONSTRUCTION PHASE SERVICES

Attachment C - Work Schedule

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

Attachment D - Fee Schedule

Alliance Transportation Group, Inc.

Labor Classification	Labor Rate
Project Principal	$ 265.00
Senior Project Manager	$ 244.00
Project Manager	$ 230.00
Hydraulic Engineer	$ 210.00
Senior Engineer	$ 205.00
Project Engineer	$ 160.00
Engineer-in-Training	$ 115.00
Senior Engineering Technician	$ 133.00
Engineering Technician	$ 92.00
Project Administrator	$ 104.00
Clerical	$ 85.00

Arias & Associates, Inc.

Labor Classification	Labor Rate
Professional Engineer, PE	$ 144.74
Graduate Engineer, EIT	$ 86.14
Graduate Geologist, GIT	$ 54.67
Technician	$ 52.04
Clerical	$ 49.12

CD&P

Labor Classification	Labor Rate
Principal	$ 167.55
Public Involvement Project Manager	$ 147.84
Public Involvement Task Leader	$ 123.20
PI & Spanish Language Specialist	$ 98.56
Senior Graphic Designer	$ 86.24
PI Coordinator	$ 73.92
Clerical	$ 49.28

Cobb, Fendley & Associates, Inc.

Labor Classification	Labor Rate
Project Manager	$ 173.71
Senior Engineer	$ 233.72
Project Engineer	$ 142.13
Graduate Engineer	$ 107.38
Senior Technician	$ 135.81
Technician	$ 110.54
Senior Utility Specialist	$ 157.92
Utility Specialist	$ 123.18
Clerical	$ 72.64

CP&Y, Inc.

Labor Classification	Labor Rate
Senior Engineer	$ 217.19
Project Engineer	$ 186.17
Structural Engineer	$ 145.83
Engineer-in-Training	$ 117.91
Engineering Technician	$ 108.60
Senior Environmental Professional	$ 226.50
Environmental Professional	$ 186.17
Senior Environmental Technician	$ 139.62
Environmental Technician	$ 102.39
Clerical	$ 105.49

Survey And Mapping, LLC

Labor Classification	Labor Rate
Principal	$ 170.37
Senior Project Manager	$ 161.32
Project Manager	$ 125.10
Senior Survey Technician	$ 97.12
Survey Technician	$ 88.89
Administration/Clerical Support	$ 70.78
Two (2) Person Survey Field Crew	$ 131.69
Three (3) Person Survey Field Crew	$ 161.32
Additional Rodperson, Chainperson, Flagperson	$ 32.92
One (1) Person Survey Field Crew with Reciever or Robotic Total Station	$ 105.35
Project Coordinator - Mobile LiDAR	$ 121.32
Mobile LiDAR Processing Technician	$ 96.30
Project Coordinator - AM	$ 131.69
Certified Photogrammetrist	$ 108.64
Analytical Triangulation Specialist	$ 86.42
Aerial Mapping Technician	$ 86.42
Orthophoto Specialist	$ 86.42
Mapping Editor (includes QA/QC, Finishing, & Finalization)	$ 75.72
Aerial Office Technician	$ 73.25
Project Coordinator - AP	$ 115.23
Aerial Processing Technician	$ 85.10
Project Coordinator - FWAL	$ 111.44
Airborne LiDAR Processing Technician	$ 86.42
Project Coordinator - HAL	$ 110.29
Helicopter LiDAR Processing Technician	$ 107.16

DIRECT EXPENSES - Alliance Transportation Group, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Standard Postage - Letter	each	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - Letter Size	each	$ 25.00
Overnight Mail - Overside Box	each	$ 30.00
Courier Services	each	$ 50.00
Photocopies B/W (8 1/2" x 11")	each	$ 0.25
Photocopies B/W (11" x 17")	each	$ 0.50
Photocopies Color (8 1/2" x 11")	each	$ 1.00
Photocopies Color (11" x 17")	each	$ 2.00
Plots (B/W on Bond)	square foot	$ 6.00
Plots (Color on Bond)	square foot	$ 8.00
CDs	each	$ 0.50

DIRECT EXPENSES - Arias & Associates, Inc.

Description	Unit	Cost/Unit
Field Testing		
Mobilization of Drilling Equipment (Austin area)	Each	$ 425.00
Soil Drilling and Standard Sampling Per Foot	Per Foot	$ 18.00
Shelby Tube/SPT Sample – Each (Additional Samples)	Each	$ 20.00
TxDOT TCP Test – Each	Each	$ 25.00
Rock Core Sampling - Per Foot	Per Foot	$ 26.00
Patch Holes (Concrete/Asphalt Patch) - Each	Each	$ 50.00
Backfill Boring Hole, Holeplug & Cuttings	Per Foot	$ 6.50
Grout Boring Hole (4 - 6" dia) - Per Foot	Per Foot	$ 10.00
Hourly Charge for Drill Crew/Rig Standby – Per Hour	Per Hour	$ 225.00
Asphalt Coring Equipment	Per Day	$ 175.00
Construction Truck	Per Trip	$ 48.50
Laboratory Testing		
Moisture Content Test	Each	$ 10.00
Atterberg Limits Determination (ASTM D4318)	Each	$ 65.00
Grain Size Analysis Mechanical (ASTM D422)	Each	$ 65.00
Grain Size Analysis with Hydrometer (ASTM D422)	Each	$ 125.00
Material Finer than No. 200 Sieve (ASTM D1140)	Each	$ 30.00
Moisture Density Relationship – Standard (ASTM D698)	Each	$ 195.00
Moisture Density Relationship – Modified (ASTM D1557)	Each	$ 220.00
Moisture Density Relationship – TEX-114-E	Each	$ 195.00
Moisture Density Relationship – TEX-113-E	Each	$ 210.00
Swell Test – Pressure Swell - Each	Each	$ 125.00
Swell Test - Percent Free Swell - Each	Each	$ 82.00
Unconfined Compressive Strength – Soil/Rock	Each	$ 55.00
1-D Consolidation (ASTM D2435)	Each	$ 425.00
Soluble Sulfates (TEX-145-E)	Each	$ 55.00
Soil pH (TEX-128-E)	Each	$ 45.00
Corrosion Suite (pH, Sulfates, Chlorides, Box Resistivity)	Each	$ 400.00
Stabilization Ability of Lime by Soil pH (TEX-121-E, III)	Each	$ 215.00
Soil Organic Content	Each	$ 50.00
Subcontract Services		
GPR, Specialty Testing, Traffic control, etc.		At Cost

DIRECT EXPENSES - CD&P

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (8 1/2" x 11")	each	$ 0.10
Photocopies B/W (11" x 17")	each	$ 0.20
Photocopies Color (8 1/2" x 11")	each	$ 0.40
Photocopies Color (11" x 17")	each	$ 0.80
Postage	each	Current Postal Rate
Misc Supplies (estimate, only as needed)	each	At Cost

DIRECT EXPENSES - Cobb, Fendley & Associates, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (up to 11" x 17")	each	$ 0.15
Photocopies Color (up to 11" x 17")	each	$ 1.50
Plots (B/W on Bond) - larger than 11"x17"	square foot	$ 2.00
Plots (Color on Bond) - larger than 11"x17"	square foot	$ 3.00
Courier / Deliveries	each	At Cost
Postage	each	Current Postal Rate

UNIT COSTS - Cobb, Fendley & Associates, Inc.

Description	Unit	Cost/Unit
Level A - Location (Non-Destructive Excavation): Vertical Depth:		
0 Ft. - 5 Ft.	Each	$ 1,200.00
5 Ft. - 8 Ft.	Each	$ 1,600.00
8 Ft. - 13 Ft.	Each	$ 1,850.00
> 13 ft	Vertical Foot	$ 150.00
One-Man Designating Crew with Equipment (4-hr minimum)	Hour	$ 100.00
Two-Man Designating Crew with Equipment (4-hr minimum)	Hour	$ 160.00
Vacuum Excavation Truck with 2 Technicians (4-hr minimum)	Hour	$ 285.00
Ground Penetrating Radar with 1Tech (4-Hour Minimum)	Hour	$ 250.00
Designation & Traffic Control Vehicles	Mile	$ 3.40
Location Vehicles	Mile	$ 6.80
Traffic Control (Lane Closures, etc.)		At Cost
2-man Survey Crew	Hour	$ 160.00
1-man Survey Crew	Hour	$ 120.00

DIRECT EXPENSES - CP&Y, Inc.

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Photocopies B/W (8 1/2" x 11")	each	$ 0.10
Photocopies B/W (11" x 17")	each	$ 0.25
Photocopies Color (8 1/2" x 11")	each	$ 0.75
Photocopies Color (11" x 17")	each	$ 2.00
Plots (B/W on Bond)	square foot	$ 0.55
Plots (Color on Bond)	square foot	$ 1.50

DIRECT EXPENSES - Survey And Mapping, LLC

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Courier Services	each	$ 30.00

UNIT COSTS - Survey And Mapping, LLC

Description	Unit	Cost/Unit
LiDAR Mobile Mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include travel to project.)	day	$ 6,000.00
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	mile	$ - 20,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft (Includes Pilot and Camera Operator)	hour	$ 180.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	hour	$ 192.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation cost)	mile	$ 20,000.00
Helicopter Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	hour	$ 190.00
AP Transit Miles	mile	$ 5.90
AP Project Flight Miles	mile	$ 20.00
AP ABGPS Processing	project	$ 2,250.00
FWAL Transit Miles	mile	$ 6.00
FWAL Project Flight Miles	mile	$ 20.00
HAL Transit Miles	mile	$ 12.00
HAL Project Flight Miles	mile	$ 52.00
B&W processing (film, development, scanning)	each	$ 16.00
CIR processing (film, development, scanning)	each	$ 23.00
Color processing (film, development, scanning)	each	$ 26.00
Digital Image Processing	each	$ 20.00
Mount/Lament/Print	each	$ 4.00
Fixed Wing UAS	day	$ 7,000.00
Rotary Wing UAS	day	$ 6,200.00
360 degree Camera System	day	$ 250.00
LiDAR Workstation	hour	$ 25.00
Railroad - Flagger (Service Provided by RR)	hour	$ 60.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of $1 Million required by RR.)	each	$ 2,500.00
Railroad - Permit	each	$ 2,000.00
Railroad - Safety Training	per person	$ 300.00
Traffic Control	day	$ 1,500.00
GPS Receiver	hour	$ 25.00
Deed Records	sheet	$ 1.00
Map Records	sheet	$ 6.00
Terrestrial Laser Scanner	hour	$ 80.00

Commissioners Court - Regular Session **38.**

Meeting Date: 03/06/2018

increasing 3 quote limit

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on amending the Purchasing requirement to obtain three (3) quotes by increasing the threshold from $2,000 to $5,000.

Background

Currently three (3) quotes are required for purchases over $2,000. On 9/12/17 Court approved an increase in the threshold requiring County Judge's approval from $2,000 to $5,000, which is consistent with the Williamson County capital asset limit. This action ensured larger purchases remain subject to County Judge review and approval. After monitoring procurements since the increase and based on departmental purchasing history, Purchasing is recommending raising the quote threshold to $5,000 also. Review of purchase order data from the past three fiscal years indicates the majority of purchase orders issued (approx. 75%) are for purchases under $5,000. Increasing the quote threshold will allow for greater efficiencies in the purchasing process for user departments while continuing the additional approval requirement of larger purchases. This change will apply to both purchase orders and procurement card purchases; however, no changes will be made to individual user limits by this action. Departments will still be accountable for compliance with their approved budget. Legal has been consulted and approved this recommendation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 11:08 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Kerstin Hancock		Started On: 02/26/2018 02:18 PM
Final Approval Date: 03/01/2018		

Commissioners Court - Regular Session **39.**

Meeting Date: 03/06/2018

Advertisement Approval IFB 1802-218 Pharmaceuticals and Supplies for WCRAS

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Pharmaceuticals and Supplies for the Williamson County Regional Animal Shelter under IFB # 1802-218.

Background

Contract for multiple suppliers of Pharmaceutical and Medical Supplies for use by the Williamson County Regional Animal Shelter. The scope of this contract includes drugs, medical supplies, and test kits for animal health. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/01/2018 11:09 AM
County Judge Exec Asst.	Wendy Coco	03/01/2018 11:45 AM
Form Started By: Erica Smith		Started On: 02/27/2018 09:36 AM
Final Approval Date: 03/01/2018		

Solicitation 1802-218

Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter

Bid Designation: Public

Williamson County, Texas

Bid 1802-218
Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter

Bid Number	1802-218
Bid Title	Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter
Bid Start Date	In Held
Bid End Date	May 4, 2018 2:00:00 PM CDT
Question & Answer End Date	Apr 27, 2018 5:00:00 PM CDT
Bid Contact	Erica Smith Purchasing Specialist III 512-**943**-1554 erica.smith@wilco.org
Contract Duration	**12 months**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Contract for multiple suppliers of veterinary Pharmaceutical and Medical Supplies for use by the Williamson County Regional Animal Shelter. The scope of this contract includes drugs, medical supplies, and test kits for animal health.**

Item Response Form

Item	**1802-218--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all documents to this line.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1802-218

Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter

BIDS MUST BE RECEIVED ON OR BEFORE:
May 4, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
May 4, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

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:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 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 Technical Contact

Linda Gunter, (or successor), Administrative Supervisor, Williamson County Regional Animal Shelter,1855 SE Inner Loop, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning July 1, 2018 and ending June 30, 2019.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

BID SPECIFICATIONS

Scope of Services

Contract for multiple suppliers of veterinary Pharmaceutical and Medical Supplies for use by the Williamson County Regional Animal Shelter. The scope of this Contract includes drugs, medical supplies, and test kits for animal health.

Vendor(s) must provide written notice at time of a Manufacturer price increase and a current price list from the Pharmaceutical Manufacturer(s) to Williamson County Regional Animal Shelter and Purchasing Department prior to orders placed. Orders placed shall be made according to current price list on file with the Williamson County Regional Animal Shelter.

Transportation charges are to be included in the unit price, unless otherwise specified.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date (as allowed by manufacturer) on those products with a limited shelf life.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand, identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a catalog or fact sheet (with pictures preferred). Generics are acceptable provided they are equal to the brand requested.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period and any extensions, if a product is discontinued, the County is to be notified immediately so substitutions or other arrangements can be made.

The County reserves the right to award the bid per item, per group, or a combination of the two.

The County reserves the right to award a primary, secondary, and/or tertiary vendor.

The County will be reviewing any available shelter discount programs offered by pharmaceutical manufacturers.

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER:

Shipping Address:	Williamson County Regional Animal Shelter Attn: Linda Gunter 1855 SE Inner Loop Georgetown, TX 78626
Billing Address:	Williamson County Regional Animal Shelter Attn: Linda Gunter 1855 SE Inner Loop Georgetown, TX 78626
Point Of Contact:	Linda Gunter (512) 943-3567

PRODUCT DESCRIPTION	DOSE	UOM	BRAND OR GENERIC W/PROD #	12 mo est	UNIT	EXT COST/ ea/box/case
Albon	5%	473ml		4		
Amoxicillin Suspension	50mg/ml	30ml		48		
Ampicillin INJ (Polyflex or equivalent)	25gm	bottle		6		
Artificial Tears ointment	3.5 gm	tube		6		
BNP antibiotic ointment opth (w/o dexamethasone)	3.5 gm	tube		36		
Butorphic	10mg/ml	20ml		12		
Cephalexin capsules	250mg	500 btl		12		
Cephalexin capsules	500mg	500 btl		24		
Chlorpheniramine Tab	4mg	1000 btl		6		
Cipro (ciprofloxacin)	250mg	100 tab		6		
Cipro (ciprofloxacin)	500mg	100 tab		6		
Ciprofloxacin ophthalmic solution	0.30%	5 ml		12		
Clindamycin oral PVL	25mg/ml	20 ml		6		
Clindamycin tablets	150mg	bottle		4		
Cough Tabs		1000/ct		6		
Depomedrol	20mg	10 ml		3		
Dexamethasone	2 mg/ml	100 ml bottle		2		
Dolorex INJ	10mg/ml			2		
Doxycycline tablets	100mg	500 btl		24		
Doxycycline capsules	100mg	500 btl		12		
Doxycycline Suspension (hyclate)	25mg/ml	480 ml bottle		8		
Doxycycline Suspension (hyclate)	50mg/ml	480 ml bottle		8		
Diphenhydramine (Benadryl equiv)	50mg cap	1000 ct		4		
Diphenhydramine (Benadryl equiv)	25mg cap	1000 ct		4		
Enrofloxacin INJ (generic to Baytril 100)	100	250ml		2		
Epinephrine	1/1000	30 ml bottle		1		
Erythromycin	1TB 2xdaily	500 mg btl		3		
Erythromycin Opthalmic ointment	0.50%	3.5 gram		10		
Famotidine tablets	10mg	100CT		2		
Famvir (Famciclovir)	250 mg			12		
Fluconazole tablets	100 mg	30		3		
Fluconazole tablets	200 mg	30		3		
Furosemide	50 mg/ml	100 ml bottle		1		
Heparin	1,000 u/ml			2		
Hydromorphone INJ (dilaudid)				4		
Idoxuridine ophthalmic solution	0.10%	15 ml		18		
Isofluorane		250 ml bottle		30		
Itraconazole	100mg/ml	bottle		12		
Ivermectin oral	10 mg/ml	200 ml bottle		1		
Ivermectin Inj	0.10%	500 ml		6		
Lixotinic Supplement		500ml		1		
Metacam injectable	5mg/ml	10 ml		2		
Metacam oral	1.5mg/ml	32ml		2		
Metoclopramide (Reglan eqiv) INJ	5 mg/ml	30 ml		1		
Metoclopramide tablets	5mg	bottle		2		
Metoclopramide tablets	10mg	bottle		2		
Metronidazole	250 mg	500 tablets		6		
Metronidazole	500 mg	500 tablets		6		
Mirtazapine	15mg	30/bottle		2		
Morphine Sulfate	15mg/ml	20ml		12		
NeoPolyDex Ointment		tube		10		
Panacure suspension	10%	1000ml		5		
Panacure Granules	22.20%	1 lb		2		
Panolog ointment		240 ml		1		
Penicillin G penject	300,000 units	250ml		3		
Ponazuril	90mg/ml	bottle		10		
Prednisone tablets	20mg	100 ct		6		
Prednisolone tablets	20mg	100 ct		6		
Prednisolone tablets	10mg	100 ct		2		
Prednisolone tablets	5mg	100 ct		2		
Pyrantel Pamoate		Gallon		6		
Praziquantel tablets	23mg	bottle		6		
Praziquantel tablets	34mg	bottle		6		
Praziquantel INJ	56.8mg/ml	10 ml bottle		4		
Povidine iodine solution		Gallon		1		
Quadritrop Ointment (or Animax equivalent)		30 ml tube		6		
Ringers solution/Dextrose		500ml bag		3		
Ringers solution		500ml bag		30		
Rimadyl or generic	25 mg	60 ct		5		

Rimadyl or generic	75 mg	60 ct		12		
Rimadyl or generic	100 mg	60 ct		12		
Propylene glycol USP	99%	Gallon		2		
Sulfur Lime Dip		bottle		12		
Terramycin generic Opth Ointment		3.5gm		4		
Vitamin B complex, Inj		100ML BTL		2		
TESTS						
Canine Heartworm tests IDEXX		25 box		120		
Canine Heartworm Tests ABAXIS		100/box		30		
Canine Parvovirus tests IDEXX		5/box		6		
Canine Parvovirus tests ABAXIS		10/box		6		
PRODUCT DESCRIPTION	**DOSE**	**UOM**	**BRAND OR GENERIC W/PROD #**	**12 mo est**	**UNIT**	**EXT COST/ ea/box/case**
FELV Tests IDEXX		30 box		50		
FELV Tests ABAXIS		25box		60		
FELV Tests ZOETIS		10boox		150		
Fecatect or ova-sol fecal float solution		gallon		3		
Fecal Float Diagnostic Test		box		6		

Question and Answers for Bid #1802-218 - Pharmaceuticals and Supplies for Williamson County Regional Animal Shelter

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **40.**

Meeting Date: 03/06/2018

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 North Woods Road District.
c) Project Amazon
d) Wolf Lakes

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:16 AM
Form Started By: Charlie Crossfield		Started On: 03/01/2018 10:13 AM
Final Approval Date: 03/01/2018		

Commissioners Court - Regular Session **41.**

Meeting Date: 03/06/2018

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property: CR 101

e) Discuss the acquisition of real property: CR 200

f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

g) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

h) Discuss the acquisition of real property for County Facilities.

i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

l) Discuss the acquisition of real property for Seward Junction SE Loop.

m) Discuss the acquisition of real property for SH 29 @ DB Wood.

n) Discuss the acquisition of real property for Hairy Man Rd.

o) Discuss the acquisition of real property for SW Bypass.

p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

q) Discuss Cedar Hollow low water crossings and Lost River.

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 wastewater easements in Berry Springs Park

c) Discuss sale of County property on Ronald Reagan Blvd.

d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

e) 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.

E. Discuss the San Gabriel River trail easements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/01/2018 10:16 AM
Form Started By: Charlie Crossfield		Started On: 03/01/2018 10:12 AM
Final Approval Date: 03/01/2018		