

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**MARCH 27TH, 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 – 12 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$6,820.00
To	0100.0475.003006	Office Equipment	\$6,820.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.3003	Radio Equipment	\$15,000.00
From	0100.0560.3004	Ammunition	\$5,000.00
From	0100.0560.4511	Firing Range Maint. & Repairs	\$10,000.00
To	0100.0560.3311	Uniforms	\$30,000.00

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0200-0210-005711	Heavy Equipment > 5,000	\$110,000.00
To	0200-0210-003599	Road Const./Maint.	\$85,000.00
To	0200-0210-003541	Contract Mowing	\$25,000.00

8. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Optiplex 740, (1) 2001 Big-Tex 50LA-16 Utility Trailer, (1) 1997 Ennis Utility Trailer, (1) 2003 Ford Explorer, and (1) 1995 Texas Bragg Utility Trailer, pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #38 in the amount of \$4,646.00 for additional structural steel work required by the structural engineer based on ASI-029 and ASI-033, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.
11. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Singh subdivision - Pct 4.
12. Discuss, consider, and take appropriate action on approval of the final plat for the Dog Creek Overlook subdivision - Pct 2.

**REGULAR AGENDA**

13. Consider, discuss, and take appropriate action on proclaiming April 2018 as CHILD ABUSE AWARENESS AND PREVENTION MONTH in Williamson County.
14. Discuss, consider and take appropriate action on approving Tyler Coufal as the Texas A&M AgriLife Extension Service - Agriculture Extension Agent and Katherine Whitney as the Texas A&M AgriLife Extension Service-Horticulture Extension Agent.
15. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
16. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1706-169, in the amount of (\$177,159.27) for the Overlay of Ronald Reagan Blvd from Williams Drive to SH 195.
17. Discuss, consider and take appropriate action on Change Order No. 46, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, for the acceptance and funding of the Buyout Savings portion of the change order in the amount of \$135,504.00 for the construction of the Fuel Station and the required additional days per ASI-039 in relation to the Williamson County North Campus Project.

18. Discuss, consider and take appropriate action on a real estate contract with Gary and Cynthia Barrows for right of way needed on CR 200 (Parcel 15). Funding Source- Road Bonds P285
19. Discuss, consider and take appropriate action authorizing the County Judge to execute an Interlocal Agreement with the BRA, et. al., regarding the relocation of a portion of the Williamson County Raw Waterline to facilitate the construction of the CR 305 at IH 35 Project and the Reagan Blvd. at IH 35 Project.
20. Discuss, consider and take appropriate action on a Resolution for Condemnation with Mary Elizabeth Sowell, the Estate of Raymond Sowell (deceased) and Joshua Joe Solis a/k/a Joshua Solis for right of way needed on the San Gabriel Ranch Road project. Funding Source: Road & Bridge P439
21. Discuss, consider and take appropriate action on two Correction Special Warranty Deeds between Star Golf Development, Inc., as Grantor, and Williamson County, Texas, as Grantee, to correct the legal description of the properties described in the original deeds.
22. Discuss, consider and take appropriate action on a Correction Dedication Deed between Brushy Creek, Ltd., as Grantor, and Williamson County, Texas, as Grantee, to correct the legal description of the property described in the original dedication deed.
23. Discuss, consider and take appropriate action on a Correction Dedication Deed and two Correction Special Warranty Deeds between Tack Development, Ltd., as Grantor, and Williamson County, Texas, as Grantee, to correct the legal description of the properties described in the original deeds.
24. Discuss, consider and take appropriate action to approve the Williamson County Benefit Committee Bylaws.
25. Discuss, consider and take appropriate action regarding request of Technology Services Department to pay non-exempt staff for overtime in the total amount not to exceed \$10,000 for work performed in association with the various County building projects in lieu of giving compensatory time.
26. Discuss, consider and take appropriate action on temporarily closing CR 434 during the stated times for Stalwart Films to shoot a TV series for AMC Television: Monday 4/2/18 from 12 p.m. to 4 p.m. and Tuesday 4/3/18 from 6 a.m. - 3 p.m.
27. Discuss, consider, and take appropriate action on approving the HVAC Service Contract between TNT System Solutions and Williamson County for HVAC Testing in the amount of \$9,225.00, and authorizing the execution of the agreement.
28. Discuss, consider, and take appropriate action on approving agreement between Williamson County and Official Payments Corporation to provide merchant card services to support the operation of the Williamson County On-Site Sewage Facilities Department and authorizing execution of the agreement.
29. Discuss, consider and take appropriate action on approving agreement between LobbyGuard Solutions and Williamson County for visitor management software and equipment in the amount of \$6,820 for the County Attorney's office.
30. Discuss, consider, and take appropriate action on awarding IFB # 1802-214 Cul-De-Sac Fog Seal Fall 2017 to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

- 31. Discuss, consider and take appropriate action on awarding IFB # 1802-213 Cul-De-Sac Fog Seal FY 2018 to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.
- 32. Discuss, consider, and take appropriate action on awarding IFB # 1802-216 Cast-in-Place Concrete Materials and Labor to the lowest responsive bidder RHB Construction.
- 33. Discuss, consider and take appropriate action on approving the Interlocal Agreement between Liberty County and Williamson County for the sale of surplus patrol vehicles in accordance with [Tx. Local Gov't Code 263.152.\(a\)\(1\)](#).
- 34. Discuss, consider, and take appropriate action on approving the Emergency Reporting Service Contract between Reporting Systems Inc. d/b/a emergencyreporting.com and Williamson County for emergency reporting in the amount of \$2,647.00, and for a recurring yearly cost of \$1,848.00, for a total of two (2) years, and authorizing the execution of the agreement.
- 35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$50.00

- 36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$50.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$255.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$255.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$417.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$417.00

41. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues from Attorney General's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370517	SA Medical Reimbursement	\$29,000.00

42. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures related to Attorney General's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0440.004203	SA Medical Exams	\$29,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0600.0600.006648	17 Unl. Tax Road Bonds - Inter	\$1,831,752.07

## 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)."***

44. 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
  - e) Project Capston
45. 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
- 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 SH 29 LTP.
  - 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
- 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.
- F. Discuss the Interlocal Agreement with BRA.

46. 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) Employee/personnel related matters
  - d) 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.
  - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - g) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
  - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - j) Berry Springs Park and Preserve pipeline
  - k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - l) 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.
  - m) Williamson County Sheriff's Office Training Center construction issues.
  - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - o) 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
  - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
  - q) 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.
  - r) 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.
  - s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
  - t) 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
  - u) 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.
  - v) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
47. 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).
48. 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)

49. Discuss and take appropriate action concerning economic development.
50. Discuss and take appropriate action concerning real estate.

- 51.** 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;
  - cd) Employee/personnel related matters
  - d) 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.
  - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - g) 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
  - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - j) Berry Springs Park and Preserve pipeline
  - k) 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.
  - l) 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.
  - m) Williamson County Sheriff's Office Training Center construction issues.
  - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - o) 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
  - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
  - q) 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.
  - r) 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.
  - s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
  - t) 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
  - u) 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.
  - v) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
- 52.** 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.
- 53.** Comments from Commissioners.

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:** 03/27/2018

Line Item Transfer

**Submitted For:** D. Hobbs

**Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This line item transfer is being requested to purchase Lobby Guard to manage and track visitors in the County Attorney's office.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0475.004902	Co Atty Leg Supp	\$6,820.00
To	0100.0475.003006	Office Equipment	\$6,820.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/22/2018 08:23 AM

03/22/2018 10:13 AM

Started On: 03/15/2018 09:04 AM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 03/27/2018

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 in order to purchase uniforms and ballistic vest for new deputies and replacement uniforms and ballistic vest for current L.E. personnel.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0560.3003	Radio Equipment	\$15,000.00
From	0100.0560.3004	Ammunition	\$5,000.00
From	0100.0560.4511	Firing Range Maint. & Repairs	\$10,000.00
To	0100.0560.3311	Uniforms	\$30,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

03/22/2018 11:06 AM

03/22/2018 11:27 AM

Started On: 03/22/2018 08:46 AM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 03/27/2018

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

**Submitted For:** Terron Evertson

**Submitted By:** Daribel Texidor, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This transfer is necessary to make funds available for costs associated with mowing select areas with contract labor and for costs associated with continued roadway maintenance.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > 5,000	\$110,000.00
To	0200-0210-003599	Road Const./Maint.	\$85,000.00
To	0200-0210-003541	Contract Mowing	\$25,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Budget Office  
Form Started By: Daribel Texidor  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco  
Ashlie Koenig

**Date**

03/22/2018 11:26 AM  
03/22/2018 11:28 AM  
Started On: 03/22/2018 11:14 AM

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 03/27/2018

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
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**Attachments**

[Merit Details 03.27.18](#)

[Comp Item](#)

[Merit LIT](#)

**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 03/22/2018

**Reviewed By**

Tara Raymore

Wendy Coco

**Date**

03/22/2018 11:47 AM

03/22/2018 12:09 PM

Started On: 03/22/2018 10:48 AM

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
County Clerk	Sr Department Coordinator.0659.001100	13187	\$46,548.42	\$698.24	1.50	\$47,246.66	MERIT	3/23/2018
Emergency Medical Services	EMS Paramedic.0891.001100	14158	\$35,139.19	\$737.92	2.10	\$35,877.11	MERIT	4/6/2018
Emergency Medical Services	EMS Paramedic.0883.001100	14159	\$35,139.19	\$737.92	2.10	\$35,877.11	MERIT	4/6/2018
Mobile Outreach	Clinical Coordinator MOT.1187.001100	10931	\$57,254.34	\$2,862.60	5.00	\$60,116.94	MERIT	3/23/2018
Purchasing	Purchasing Specialist III.1217.001100.	14461	\$45,988.80	\$459.89	1.00	\$46,448.69	MERIT	3/23/2018
Purchasing	Purchasing Specialist II.1216.001100.	13787	\$40,996.80	\$1,229.90	3.00	\$42,226.70	MERIT	3/23/2018

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Budget Amount	*New Budget Amount	Reduction to Budget	Increase to Budget	Reason for Change	Earliest Oracle Effective Date
Sheriff's Office	1248	04491	\$72,038.46	no change	\$72,038.46	N/A	N/A	N/A	Title change: Cr Scene Spec Sr to Crime Scene Supervisor	3/23/2018
911 Communications	0154	14162	\$36,912.91	\$38,778.48	\$39,158.80	N/A	N/A	N/A	Title & Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22) Career Ladder Progression as approved during budget	3/23/2018
911 Communications	0121	14161	\$36,912.91	\$38,778.48	\$39,966.98	N/A	N/A	N/A	Title & Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22) Career Ladder Progression as approved during budget	3/23/2018
911 Communications	0151	14164	\$36,912.91	\$38,778.48	\$39,966.98	N/A	N/A	N/A	Title & Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22) Career Ladder Progression as approved during budget	3/23/2018
911 Communications	0144	Vacant	\$47,369.30	no change	\$47,369.30	N/A	N/A	N/A	Dispatcher I (B.21) to Telecom Ofcr Trainee (B.20)	3/23/2018
911 Communications	0143	Vacant	\$36,912.86	no change	\$36,912.86	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr Trainee (B.20)	3/23/2018
911 Communications	0139	Vacant	\$38,778.63	no change	\$38,778.63	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr III (B.23) to Telecom Ofcr Trainee (B.20)	3/23/2018
911 Communications	0140	Vacant	\$43,249.00	no change	\$43,249.00	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr III (B.23) to Telecom Ofcr Trainee (B.20)	3/23/2018
911 Communications	0153	Vacant	\$41,989.33	no change	\$41,989.33	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr III (B.23) to Telecom Ofcr Trainee (B.20)	3/23/2018
911 Communications	1676	Vacant	\$36,912.91	no change	\$36,912.91	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr Trainee (B.20)	3/23/2018
911 Communications	0148	Vacant	\$39,941.97	no change	39941.97	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr Trainee (B.20)	4/20/2018
911 Communications	0131	13772	\$38,778.67	\$40,766.38	\$40,766.38	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23) - Career Ladder Progression as approved during budget	4/20/2018
911 Communications	0137	14512	\$35,139.00	\$36,912.72	\$38,778.63	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21) - Career Ladder Progression as approved during budget	4/20/2018
911 Communications	0133	14509	\$35,139.00	\$36,912.72	\$38,778.63	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21) - Career Ladder Progression as approved during budget	4/20/2018
911 Communications	1688	13898	\$38,778.67	\$40,766.38	\$40,766.33	N/A	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23) - Career Ladder Progression as approved during budget	7/27/2018
911 Communications	0142	14377	\$36,912.91	\$38,778.48	\$38,778.62	N/A	N/A	N/A	Title & Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22) Career Ladder Progression as approved during budget	7/27/2018

\*Amount may vary slightly due to Oracle rounding

entity	fund	dept	object	(TO)	(FROM)
				dr	cr
01	0100	0403	001100	698.24	
01	0100	0403	002010	53.41	
01	0100	0403	002020	97.33	
01	0100	8002	001130		698.24
01	0100	8002	002010		53.41
01	0100	8002	002020		97.33
01	0100	0341	001100	2862.60	
01	0100	0341	002010	218.98	
01	0100	0341	002020	399.04	
01	0100	0540	001100	1475.84	
01	0100	0540	002010	112.90	
01	0100	0540	002020	205.73	
01	0100	8004	001130		4338.44
01	0100	8004	002010		331.88
01	0100	8004	002020		604.77
01	0100	0494	001100	1689.79	
01	0100	0494	001130		1689.79

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 03/27/2018

Asset Auction 3/27/2018

**Submitted For:** Randy Barker

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Optiplex 740, (1) 2001 Big-Tex 50LA-16 Utility Trailer, (1) 1997 Ennis Utility Trailer, (1) 2003 Ford Explorer, and (1) 1995 Texas Bragg Utility Trailer, pursuant to Tx. Local Gov't code 263.152.

**Background**

See attached lists for more info.

**Fiscal Impact**

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

[Asset Auction 1](#)

[Asset Auction 2](#)

[Asset Auction 3](#)

[Asset Auction 4](#)

[Asset Auction](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:15 AM  
03/22/2018 11:26 AM  
Started On: 03/22/2018 10:28 AM

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	17XFH1624S1950889
Equipment/Door Number	0906
License Plate	9064181
Year	1995
Make	TEXAS BRAGG
Model	UTILITY TRAILER
Comments	Surpassed life cycle by age
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 3/15/2018 5:42 PM
<b>Department Transfer</b>	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/16/2018 8:54 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/20/2018 10:01 AM
<b>To be completed by Auditor's Office</b>	
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 3/20/2018 11:48 AM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 3/21/2018 9:23 AM

Human Resources

Created by Williamson County Technology Services

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1E9FU1624UE162011
Equipment/Door Number	UF9720
License Plate	9064143
Year	1997
Make	ENNIS
Model	UTILITY TRAILER
Comments	Surpassed life cycle by age
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 3/15/2018 5:44 PM
<b>Department Transfer</b>	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/16/2018 11:35 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/20/2018 10:07 AM
<b>To be completed by Auditor's Office</b>	
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 3/20/2018 12:11 PM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 3/21/2018 9:42 AM

Human Resources

Created by Williamson County Technology Services

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	4K8NX162X11C72242
Equipment/Door Number	UF0126
License Plate	9065080
Year	2001
Make	BIG TEX
Model	50LA-16 UTILITY TRAILER
Comments	Surpassed life cycle by age
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 3/15/2018 5:43 PM
<b>Department Transfer</b>	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/16/2018 11:33 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/20/2018 10:05 AM
<b>To be completed by Auditor's Office</b>	
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 3/20/2018 11:56 AM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 3/21/2018 9:39 AM

Human Resources

Created by Williamson County Technology Services

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	215 - Infrastructure
County VIN/Serial Number	1FMZU62K43ZA39540
Equipment/Door Number	FB0305
License Plate	1104155
Year	2003
Make	FORD
Model	EXPLORER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/15/2018 5:46 PM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/16/2018 11:37 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/20/2018 10:11 AM
<b>To be completed by Auditor's Office</b>	
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 3/20/2018 12:15 PM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 3/21/2018 9:44 AM

Human Resources

Created by Williamson County Technology Services

# Williamson County Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	A #s	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
<del>1</del>	<del>MONITOR</del>	<del>_____</del>	<del>_____</del>		
2	OPTIPLEX 740	<del>45903</del> , 44011	<del>_____</del> CK1YSC1		

**Parties involved:**

**FROM** (Transferor Department): Facilities

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

Todd Imboden  
Print Name

[Signature]  
Signature

**Contact Person:**

Todd Imboden  
Print Name

512-943-1610  
Date Phone Number

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

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

Print Name

Signature

**Contact Person:**

TONY HILL  
Print Name

Date Phone Number

RECEIVED

MAR 16 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 \_\_\_\_\_

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 03/27/2018

North Campus Facility P324 - Change Order 38

**Submitted By:** Gina Wrehsnig, Infrastructure

**Department:** Infrastructure

**Division:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #38 in the amount of \$4,646.00 for additional structural steel work required by the structural engineer based on ASI-029 and ASI-033, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

**Background**

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

**Fiscal Impact**

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

[NCF Change Order 38](#)

[NCF CO38 Funds](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/22/2018 08:07 AM



3171 SE Inner Loop  
Georgetown, TX  
78626

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

October 31, 2017

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

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0038

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Operable Partition Support Extension per ASI-029 & ASI-033 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Doug Boram".

Doug Boram

Attachments: Form B

CC:

# FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0038

QUOTATION :

Item	Labor	Materials	Subs	Total
Install Additional Angle at WT 6x13 Operable Support Extension per ASI-033	\$0.00	\$0.00	\$1,415.00	\$1,415.00
To Be Funded By Owners Contingency	\$0.00	\$(4,646.00)	\$0.00	\$(4,646.00)
Operable Partition Support Extension per ASI-029	\$0.00	\$0.00	\$3,231.00	\$3,231.00

<b>Totals</b>	\$0.00	\$(4,646.00)	\$4,646.00	\$0.00
<b>Insurance, Tax, Benefits on Labor</b>				\$0.00
<b>Overhead</b>				\$0.00
<b>Fee on Subs</b>				\$0.00
<b>Fee on JTV</b>				\$0.00
<b>Bond</b>				\$0.00
<b>Remodel Tax</b>				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 12/19/2017

Accepted

VAUGHN CONSTRUCTION

By: *Dwayne Dossel*

By: *Doug Boram*  
Doug Boram

Date \_\_\_\_\_

Proposal Valid for 10 Days



Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522		\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,927
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0		\$0	\$0	\$21,530,927
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,927
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,927
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,927
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,927
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,927
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,927
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,927
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,927
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,927
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,927
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,927
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,927
17	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,927
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,927
20	OCO	0	-	\$75,603	\$0	(\$75,675)	\$72		\$0	\$0	\$21,530,927
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,927
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,927
23	OCO	0	-	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,927
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,927
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,927
26	OCO	0	-	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,927
27	OCO	0	-	\$2,940	\$0	(\$2,940)	\$0		\$0	\$0	\$21,530,927
28	OCO	0	-	\$563	\$0	(\$563)	\$0		\$0	\$0	\$21,530,927
29	OCO	0	-	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,927
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,927
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,927
32	OCO	0	-	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,927
33	OCO	0	-	\$6,780	(\$6,780)	\$0	\$0		\$0	\$0	\$21,530,927
34	OCO	0	-	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,927
35	OCO	0	-	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,677
36	OCO	0	-	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,530,927
37	OCO	0	-	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,530,927
38	OCO	0	-	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,530,927
<b>Current Amounts</b>		<b>10</b>	<b>10</b>	<b>\$18,483,707</b>	<b>\$272,246</b>	<b>\$82,430</b>	<b>\$1,898,827</b>		<b>\$625,467</b>	<b>\$21,362,677</b>	<b>\$21,362,677</b>





10/30/2017

TO: GMF Steel Group

FROM: Travis Hild  
 Vice President  
 Ph: (210) 492 - 4812  
 Fax: (210) 492 - 9482

SUBJECT: **ADDITIONAL WORK AUTHORIZATION 21716-12**

PROJECT: Williamson County

REFERENCE: ASI 29 GMF RFC 21

ITEM NO.	DESCRIPTION	AMOUNT
1	<b>Labor: Bldg H - South End of Training Room</b> Ironworkers (4) 6 Hrs. @ \$67.50 Per Hr.	\$1,620.00
2	<b>Equipment:</b> 19' Scissor Lift (1) @ \$375.00 Per Day	\$375.00
3	<b>Trip Fee for Crew to Remoblize on Site</b>	\$300.00
<b>Subtotal</b>		<b>\$2,295.00</b>
<b>15% OH &amp; P</b>		<b>\$344.25</b>
<b>Total</b>		<b>\$2,639.25</b>

GMF STEEL GROUP

SOUTH TEXAS ERECTORS

DATE

DATE





**Williamson County Facilities - Job Cost Tracking Log**

Project: North Campus Project # P324

Change Order #: 38

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,027,145.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,362,677.00	\$ 21,362,677.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
20	12/05/17	A&E	0	\$ 5,784.00	\$ -	\$ (5,856.00)	\$ -	\$ 72.00	\$ -	\$ -	\$ 21,362,677.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
23	12/05/17	A&E	0	\$ 15,825.00	\$ (15,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
26	02/06/18	A&E	0	\$ (106.00)	\$ -	\$ 106.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
27	02/27/18	A&E	0	\$ 2,687.00	\$ -	\$ (2,687.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
28	PENDING REVIEW										\$ 21,362,677.00
29	02/06/18	A&E	0	\$ 3,647.00	\$ (3,647.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
30	10/24/17	Contractor		\$ (30,000.00)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
32	11/14/17	A&E		\$ 6,816.00	\$ -	\$ (6,816.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
33	PENDING REVIEW										\$ 21,362,677.00
34	11/14/17	Contractor		\$ 5,273.00	\$ (5,273.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
35	PENDING REVIEW										\$ 21,362,677.00
36	12/05/17	A&E	0	\$ 1,280.00	\$ (1,280.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
37	12/05/17	A&E	0	\$ 1,601.00	\$ (1,601.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
38		A&E	0	\$ 4,646.00	\$ -	\$ (4,646.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
39	02/27/18	Contractor	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
40	02/27/18	Contractor	0	\$ (6,292.00)	\$ -	\$ 6,292.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
41	02/06/18	Owner	0	\$ (50,311.00)	\$ -	\$ 50,311.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
42	02/27/18	Contractor	0	\$ (44,494.00)	\$ -	\$ 44,494.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
43	02/27/18	Owner	0	\$ 24,129.00	\$ -	\$ (24,129.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
44	02/27/18	Owner	0	\$ 4,882.00	\$ -	\$ (4,882.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
45	03/20/18	Contractor	0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/06/18	Owner	163	\$ 1,485,504.00	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ 1,350,000.00	\$ 22,712,677.00
47	03/20/18	Owner	0	\$ 1,126.00	\$ -	\$ (1,126.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
48	03/20/18	Contractor	0	\$ 36,181.00	\$ -	\$ (36,181.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
49	PENDING REVIEW										\$ 22,712,677.00
50	PENDING REVIEW										\$ 22,712,677.00
51	03/20/18	Owner	4	\$ 5,759.00	\$ -	\$ (5,759.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
			<b>192</b>	<b>\$ 20,470,087.00</b>	<b>\$ 258,172.00</b>	<b>\$ 177,439.00</b>	<b>\$ (715,082.00)</b>	<b>\$ 2,028,680.00</b>	<b>\$ 674,834.00</b>	<b>\$ 22,712,677.00</b>	<b>\$ 22,712,677.00</b>

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 03/27/2018

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

**Background**

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

**Fiscal Impact**

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

**Attachments**

[Prelim Plat - Singh Sub](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Adam Boatright  
Final Approval Date: 03/22/2018

**Reviewed By**

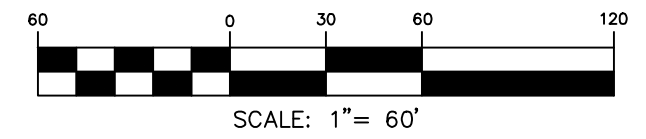
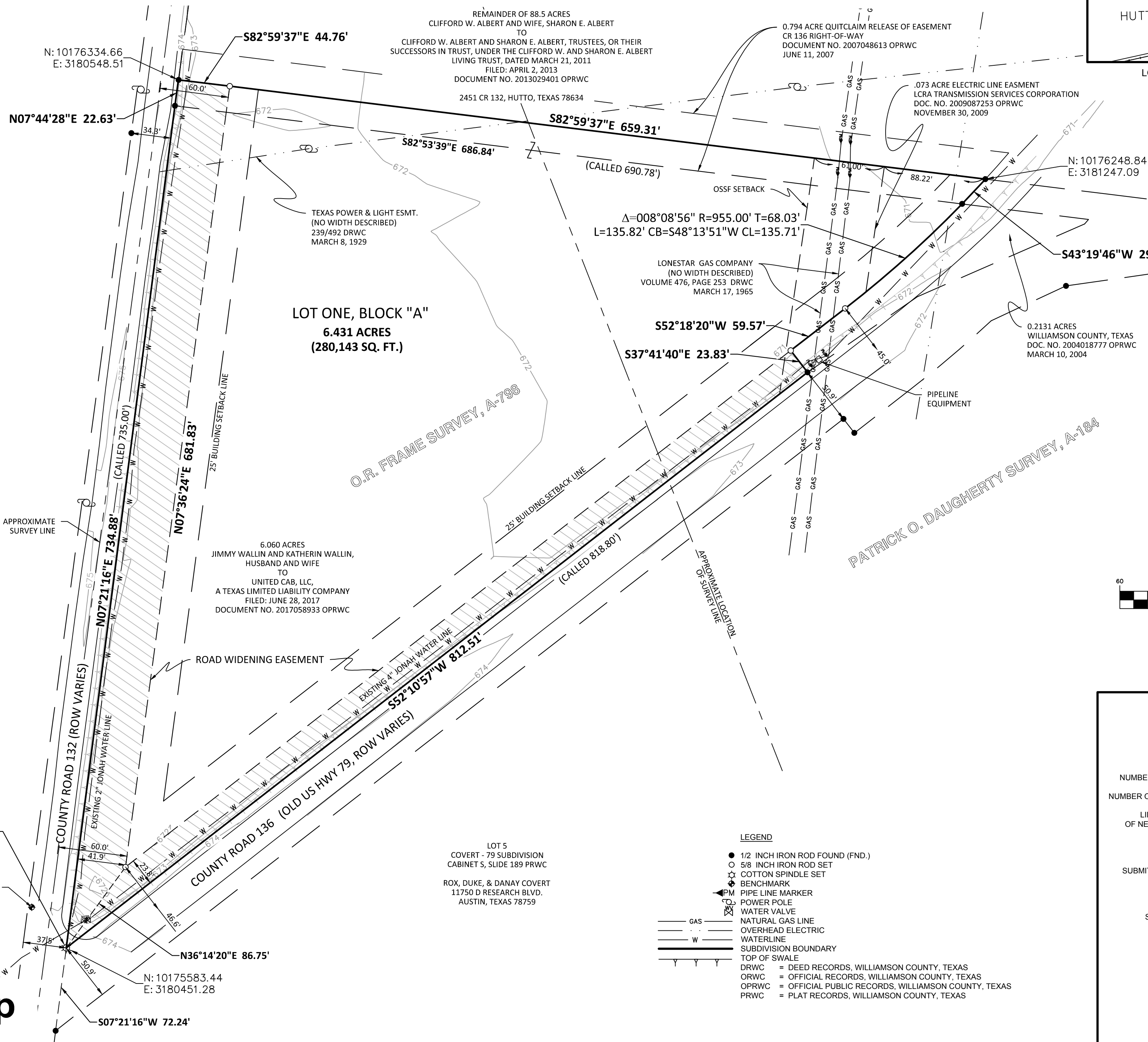
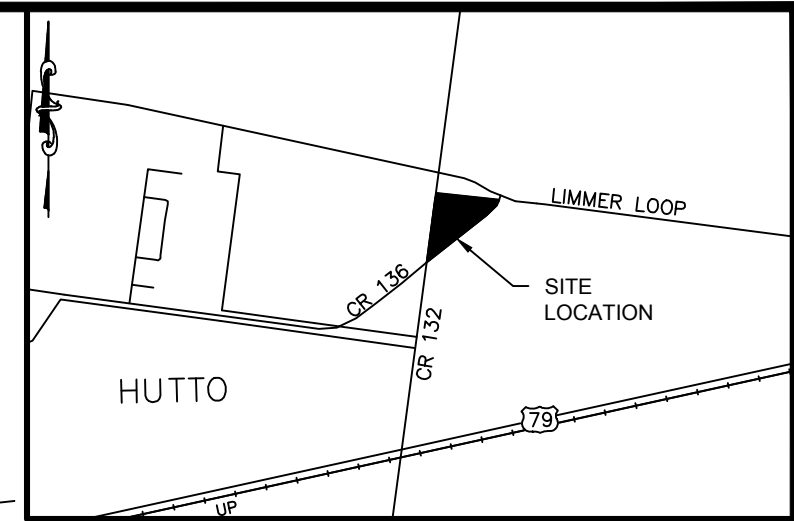
Wendy Coco

**Date**

03/22/2018 09:58 AM  
Started On: 03/01/2018 10:57 AM

# SINGH SUBDIVISION

A PRELIMINARY PLAT OF 6.431 ACRES OUT OF THE O.R. FRAME SURVEY, A-798  
AND THE PATRICK O. DAUGHERTY SURVEY, A-184  
(DOCUMENT NO. 2017058933 AND DOCUMENT NO. 2007048613 OF THE OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS) CITY OF HUTTO ETJ., WILLIAMSON COUNTY, TEXAS



- LEGEND**
- 1/2 INCH IRON ROD FOUND (FND.)
  - 5/8 INCH IRON ROD SET
  - ☆ COTTON SPINDLE SET
  - ◆ BENCHMARK
  - ▲ PIPE LINE MARKER
  - ⊕ POWER POLE
  - ⊖ WATER VALVE
  - NATURAL GAS LINE
  - OVERHEAD ELECTRIC
  - WATERLINE
  - SUBDIVISION BOUNDARY
  - TOP OF SWALE
  - DRWC = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
  - ORWC = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
  - OPRWC = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
  - PRWC = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

**CivilCorp**  
ENGINEERS • SURVEYORS  
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664  
TEL: (512) 828-0406 FAX: (512) 828-0429  
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

# SINGH SUBDIVISION

A PRELIMINARY PLAT OF 6.431 ACRES OUT OF THE O.R. FRAME SURVEY, A-798  
AND THE PATRICK O. DAUGHERTY SURVEY, A-184  
(DOCUMENT NO. 2017058933 AND DOCUMENT NO. 2007048613 OF THE OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS) CITY OF HUTTO ETJ., WILLIAMSON COUNTY, TEXAS

BEING A 6.431 ACRE (280,143 SQUARE FOOT) TRACT OF LAND OUT OF THE O.R. FRAME SURVEY, ABSTRACT NO. 798 AND THE PATRICK O. DAUGHERTY (SOMETIMES CALLED O'DAUGHERTY) SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME 6.060 ACRE TRACT CONVEYED IN A GENERAL WARRANTY DEED FROM JIMMY WALLIN AND KATHERINE WALLIN TO UNITED CAB, LLC, FILED JUNE 28, 2017 AS RECORDED IN DOCUMENT NO. 2017058933 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND THE SOUTHERN PORTION OF A 0.794 ACRE TRACT IN A QUITCLAIM RELEASE OF EASEMENT (COUNTY ROAD 136 RIGHT-OF-WAY), FILED JUNE 11, 2007 AS RECORDED IN DOCUMENT NO. 2007048613 OPRWC, SAID 6.431 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a cotton spindle set for the South corner of the herein described tract, said cotton spindle being the South corner of said 6.060 acre tract, and being at the intersection of the North line of County Road 136 and the East line of County Road 132 from which a 1/2 inch diameter iron rod found for the Northwest corner of Lot 5 of the Covert - 79 Subdivision as recorded in Cabinet S, Slide 189 of the Plat Records of Williamson County bears South 07°21'16" West, a distance of 72.24 feet;

**THENCE**, North 07°21'16" East, with the West line of the said 6.060 acre tract and the East line of said County Road 132, a distance of 734.88 feet (deed call 735.00 feet) to a 1/2 inch diameter iron rod found for the North corner of said 6.060 acres, for the Southwest corner of said 0.794 acre tract, said iron rod being the North corner of said 6.060 acre tract and in the South line of the old North fork of County Road 136 (not in use);

**THENCE**, North 07°44'28" East, continuing along the East line of County Road 132, a distance of 22.63 feet, to a 1/2 inch diameter iron rod found for an angle point in the West line of said 0.794 acre tract, for the North corner of the herein described tract;

**THENCE**, South 82°59'37" East, through said County Road 136 (not in use), a distance of 672.40 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for a point in the North line of the herein described tract;

**THENCE**, South 82°59'37" East, a distance of 12.42 feet to a 1/2 inch diameter iron rod found for an angle point in the East line of said 0.794 acre tract, said iron rod being the East corner of the herein described tract;

**THENCE**, South 43°19'46" West, with the East line of said 0.794 acre tract, a distance of 29.57 feet, to a 1/2 inch iron rod with an aluminum cap found for the Northwest corner of a 0.2131 acre tract as conveyed in a special warranty deed from Jimmy Wallin, et ux to Williamson County, filed March 12, 2004, as recorded in Document No. 2004018777 OPRWC, for the East corner of said 6.060 acres and a point in the East line of the herein described tract;

**THENCE**, with the West line of said 0.2131 acre tract along a non-tangent curve to the right having a radius of 955.00 feet, a central angle of 08°08'56", an arc length of 135.82 feet, a tangent of 68.03 feet, and with a chord that bears South 48°13'51" West, a distance of 135.71 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the point of terminus of said curve;

**THENCE**, South 52°18'20" West, continuing with the West line of said 0.2131 acre tract, a distance of 59.57 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for an interior corner of the herein described tract, said iron rod being the West corner of said 0.2131 acre tract;

**THENCE**, South 37°41'40" East, with the South line of said 0.2131 acre tract, a distance of 23.83 feet to a 1/2 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being the South corner of said 0.2131 acre tract in the North line of County Road 136 and the South line of said 6.060 acre tract;

**THENCE**, South 52°10'57" West, with the North line of County Road 136 and the South line of said 6.060 acre tract, a distance of 812.51 feet (deed call 818.80 feet) to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.431 acres (280,143 square feet) of land, more or less.

**NOTES:**

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE A SCALE FACTOR OF 0.9998840902 TO CONVERT TO SURFACE.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

**BENCHMARK:**

TBM "A" = COTTON SPINDLE SET IN POWER POLE (INVENTORY NO. AZ117004) LOCATED 46 FEET NORTHWEST OF THE SOUTH CORNER OF SUBJECT PROPERTY IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132. ELEVATION = 674.84'

3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF HUTTO.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. 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.
7. 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.
8. RURAL MAILBOXES SHALL BE SET THREE (3) 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.
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 THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.
10. THIS SUBDIVISION IS SUBJECT TO STORM-WATER 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 §  
§ **KNOW ALL MEN BY THESE PRESENTS;**  
COUNTY OF WILLIAMSON §

I, United Cab, LLC, sole owner of the certain 6.060 acre tract of land shown hereon and described in a deed recorded in Document No. 2017058933 of the 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 replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Hutto the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Hutto may deem appropriate. This subdivision is to be known as SINGH SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_ day of \_\_\_\_\_, 2017.

Major Singh (owner)  
18416 Dry Brook Loop  
Pflugerville, Texas 78660

THE STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.  
GIVEN UNDER MY HAND and seal of office this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Texas

Notary Public printed or typed name SEAL

My commission expires on: \_\_\_\_\_

**FLOOD NOTE:**

**This tract is not located within the Edwards Aquifer Recharge Zone.**

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0175E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

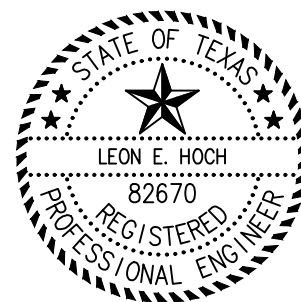
That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

Leon E. Hoch Date  
Licensed Professional Engineer No. 82670

**SURVEYOR'S CERTIFICATION:**

That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

Corey Joseph Hall Date  
Registered Professional Land Surveyor 6362



Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

J. Terron Evertson, PE, DR, CFM Date  
County Engineer

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 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 Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy

**Commissioners Court - Regular Session**

**12.**

**Meeting Date:** 03/27/2018

Discuss consider and take appropriate action on approval of the final plat for the Dog Creek Overlook 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 final plat for the Dog Creek Overlook subdivision - Pct 2.

**Background**

This proposed subdivision consists of 8 lots and no new public roads.

**Fiscal Impact**

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

[Final Plat - Dog Creek Overlook](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Adam Boatright  
Final Approval Date: 03/22/2018

**Reviewed By**

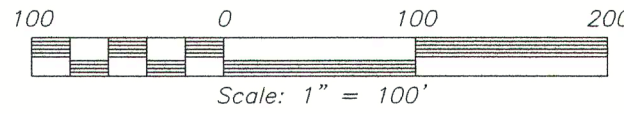
Wendy Coco

**Date**

03/22/2018 08:23 AM  
Started On: 03/21/2018 12:12 PM

# Final Plat of Dog Creek Overlook

21.06 Acres out of the Thomas F. Gray Survey, Abstract No. 250,  
Williamson County, Texas



Bearings and coordinates shown hereon  
based on Texas State Plane Coordinate  
System Central Zone (NAD83). Distances  
shown hereon are surface distances.  
Combined Scale Factor = 0.99984640

Owner: ELR Land Investments, LLC  
3910 Sequoia Trail West  
Georgetown, Texas 78628

Acreage: 21.06 Acres

Engineer: Smith Western Engineering, Inc.  
3613 Williams Drive Ste 901  
Georgetown, Texas 78628

Surveyor: Walker Texas Surveyors  
P.O. Box 324  
Cedar Park, Texas 78630-0324

Survey: Thomas F. Gray Survey, Abstract No. 250

Number of Blocks: 1

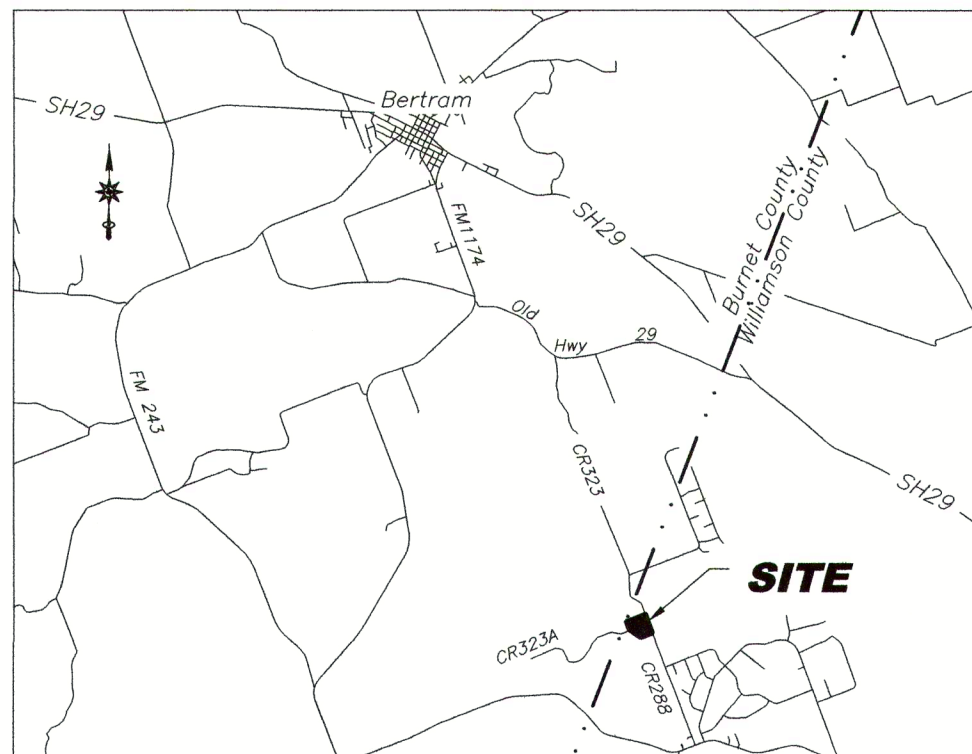
Total Number of Lots: 8

Linear Feet of New Streets: 0'

Date: March 6, 2018

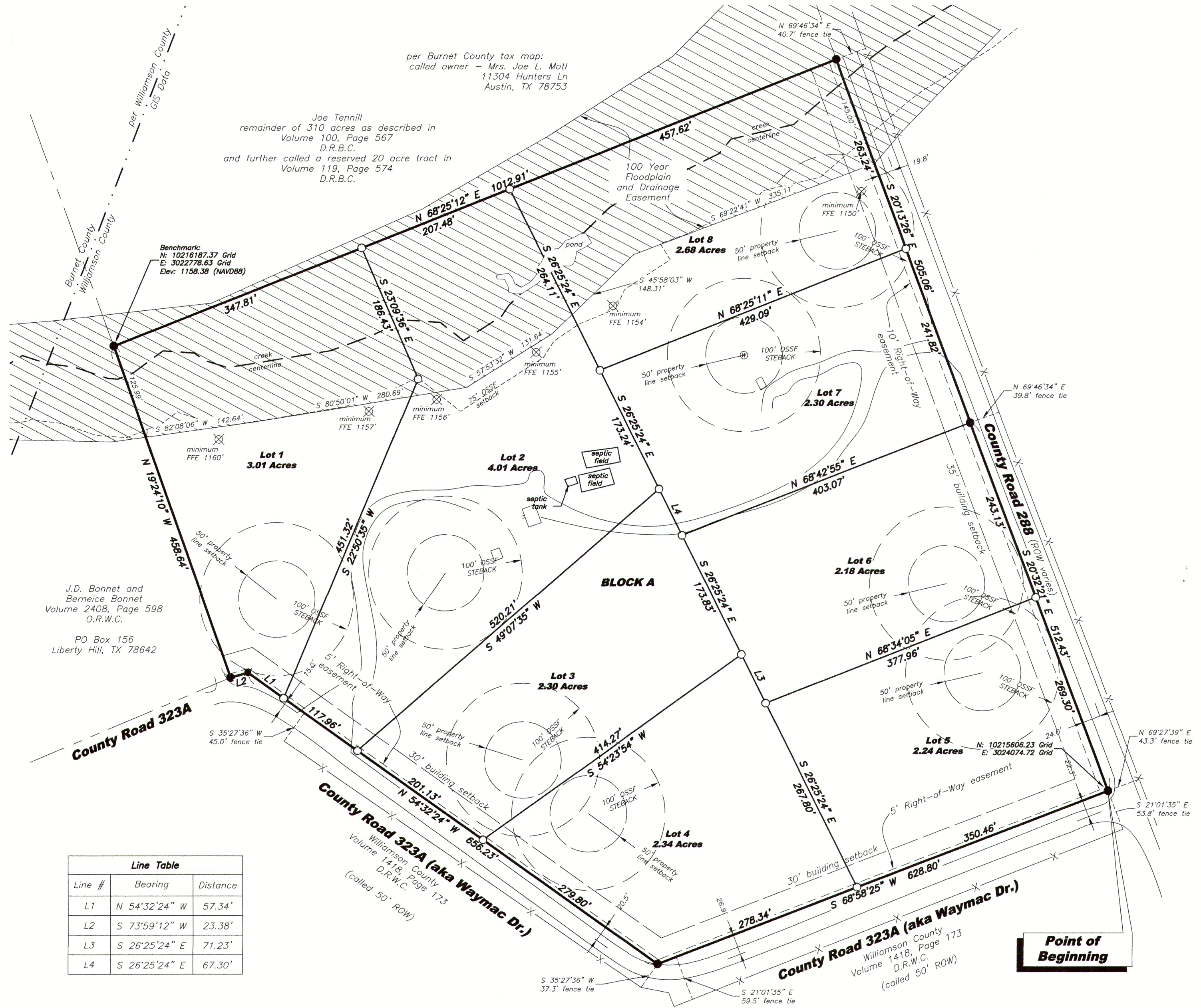
### Location Map

Scale: 1" = 10,000'



Lot #	Culvert Size
1	Straight Tie-in
2	Straight Tie-in
3	Dip drive
4	Design 2 elliptical culvert
5	Dip drive
6	Dip drive
7	Dip drive
8	Dip drive

Culverts shall have a minimum length of 22'  
and include a safety end treatment.



Line #	Bearing	Distance
L1	N 54°32'24" W	57.34'
L2	S 73°59'12" W	23.38'
L3	S 26°25'24" E	71.23'
L4	S 26°25'24" E	67.30'

- 1/2 inch iron pin found (unless otherwise noted)
- 1/2 inch iron pin with yellow cap inscribed "WALKER" set well
- ⊙ D.R.W.C. Deed Records Williamson County
- ⊙ D.R.W.C. Official Records Williamson County
- X- wire fence

**WALKER**  
TEXAS SURVEYORS  
P.O. Box 324  
Cedar Park, Texas 78630-0324  
Phone (512) 259-3361  
TBPLS Firm #10103800  
Job #473006

# Final Plat of Dog Creek Overlook

21.06 Acres out of the Thomas F. Gray Survey, Abstract No. 250,  
Williamson County, Texas

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

I, Edwin Roark, manager for ELR Land Investments LLC, owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017058982 of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Dog Creek Overlook**.

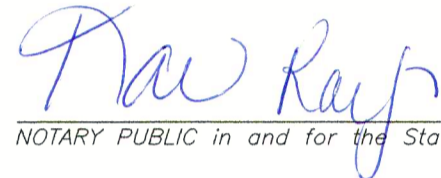
TO CERTIFY WHICH, WITNESS by my hand this 7<sup>th</sup> day of March, 2018.



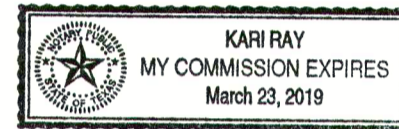
Edwin Roark  
ELR Land Investments, LLC  
3910 Sequoia Trail West  
Georgetown, Texas 78628

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 7<sup>th</sup> day of March, 2018.



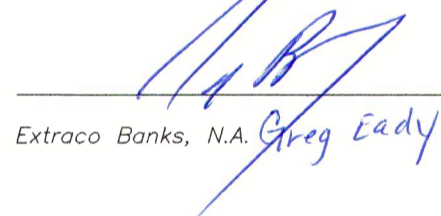
NOTARY PUBLIC in and for the State of Texas



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

I, Greg Eady, Extraco Banks N.A., Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017058982 of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Dog Creek Overlook**.

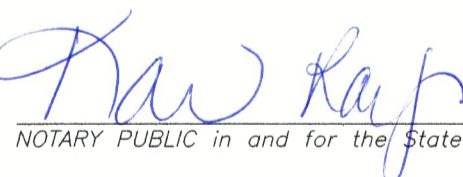
TO CERTIFY WHICH, WITNESS by my hand this 7<sup>th</sup> day of March, 2018.



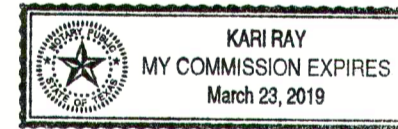
Extraco Banks, N.A. Greg Eady

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Greg Eady, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 7<sup>th</sup> day of March, 2018.



NOTARY PUBLIC in and for the State of Texas



### Engineer's Certification

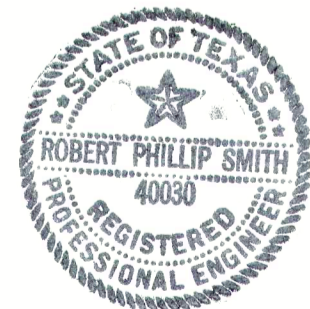
I, Phil Smith, Registered Professional Engineer in the State of Texas, do hereby certify that this (Dog Creek Overlook) is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone "A" Flood Area, as denoted herein, and is defined by the Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0225E effective date September 26, 2008 and that each lot conforms to the Williamson County Subdivision Regulations. The culvert sizing and boundary of the floodplain as determined by an engineering study are shown herein.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS by my hand this 7<sup>th</sup> day of March, 2018.



Robert Phillip Smith  
Registered Professional Engineer  
No. 40030



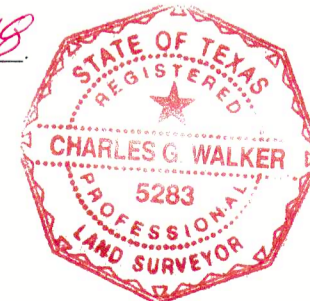
### Surveyor's Certification

I, Charles G. Walker, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision.

TO CERTIFY WHICH, WITNESS by my hand this 7<sup>th</sup> day of March, 2018.



Charles G. Walker  
Registered Professional Land Surveyor  
No. 5283



PERIMETER DESCRIPTION OF A 21.06 ACRE TRACT OF LAND, OUT OF THE THOMAS F. GRAY SURVEY, ABSTRACT NO. 250 IN WILLIAMSON COUNTY, TEXAS, AND BEING THAT SAME TRACT DESCRIBED AS 21.06 ACRES IN A WARRANTY DEED TO ELR LAND INVESTMENTS, LLC, DATED JUNE 27, 2017 AND RECORDED AS DOCUMENT NUMBER 2017058982 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a 1/2 inch iron rod found near a 10 inch cedar fence corner post in the west margin of County Road 288, and in the north margin of County Road 323A (a.k.a Waymac Drive) for the southeast corner of said 21.06 acre tract and this tract;

THENCE: with the northerly and northeasterly margins of said County Road 323A, the following three (3) courses:

1. S 68°58'25" W 628.80 feet with the south line of said 21.06 acre tract to a 1/2 inch iron rod found for the southwest corner of this tract;
2. N 54°32'24" W 656.23 feet with a westerly line of said 21.06 acre tract to a 2 inch steel fence corner post found for an interior ell corner of this tract;
3. S 73°59'12" W 23.38 feet to a 1/2 inch iron rod found for the southeast corner of that certain tract described as 6.64 acres in a Deed of Trust by J.D. Bonnet and Berneice Bonnet, dated October 25, 1993 and recorded in Volume 2408, Page 598 of the Official Records of Williamson County, Texas, and for an angle point in this tract;

THENCE: N 19°24'10" W 458.64 feet leaving the north margin of County Road 323A and continuing with the east line of said Bonnet tract and the west line of said 21.06 acre tract to a 1/2 inch iron rod found for an interior ell corner of that certain tract described as 290 acres in a Deed to Oscar Roesz, et ux., dated May 22 1958, and recorded in Volume 119, Page 574, Deed Records Burnet County, Texas, same being the southwest corner of that certain 20 acre tract reserved by Mrs. Clara Tenhill as described in said Roesz deed, and for the northwest corner of said 21.06 acre tract and this tract;

THENCE: N 68°25'12" E 1012.91 feet with the north line of said 21.06 acre tract to a 1/2 inch iron rod found in the west margin of County Road 288 for the northeast corner of said 21.06 acre tract and this tract;

THENCE: with the west margin of County Road 288 and the east line of said 21.06 acre tract the following two (2) courses:

1. S 20°13'26" E 505.06 feet to a 1/2 inch iron rod found;
2. S 20°32'21" E 512.43 feet to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83).

### Plat Notes:

1. Water service for this subdivision will be provided by private on-site wells.
2. Sewer service provided by onsite sewage facility.
3. A ten (10) foot public utility and drainage easement is hereby dedicated adjacent to all property lines unless otherwise noted on the plat.
4. A ten (10) foot building line is located adjacent to all property lines unless otherwise noted on the plat.
5. The minimum first floor elevations shown on this plat were determined by adding one (1) foot to the base flood elevation (BFE) as determined by a study prepared by Smith Western Engineering, Inc., Project called "Flood Plain Analysis for 21.06 acres out of the Thomas F. Gray Survey, Abstract No. 250, Williamson County, Texas", dated February 7, 2018.
6. 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.
7. Final Floodplain Study date: February 7, 2018.
8. Any driveways on Lot 5 shall be located no closer than 100' from the intersection of CR 288 and CR 323A.
9. 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 or future roadway.
10. 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 improvements will be responsible for the relocation and/or replacement of the improvement.
11. 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. 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.
12. 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.
13. A de facto certificate of compliance is hereby issued for all lots within this subdivision except for Lots 1, 2 & 8. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area. A floodplain development permit must be obtained from the Williamson County Floodplain Administrator for Lots 1, 2 & 8 prior to any construction or development on these lots.

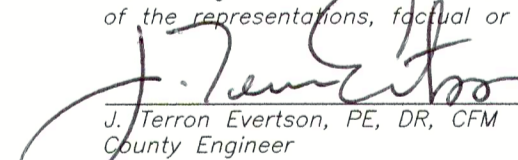
### Williamson County 911 Addressing Coordinator

Road name and address assignments verified this the 7<sup>th</sup> day of March, 2018 A.D.

  
Williamson County Addressing Coordinator  
Teresa Baker

### Williamson County OSSF

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

  
J. Terron Evertson, PE, DR, CFM  
County Engineer

3/16/18  
Date

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

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, 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  
Williamson County, Texas

\_\_\_\_\_  
Date

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

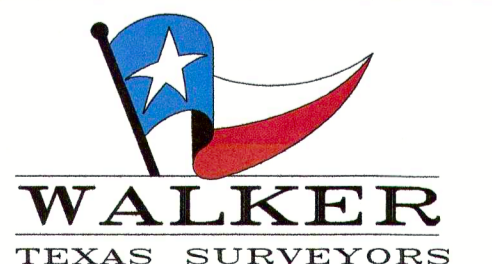
I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., at \_\_\_\_ o'clock, \_\_\_\_M., and duly recorded this 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  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy

Sheet 2 of 2



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

Job #473006

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 03/27/2018

April 2018 Child Abuse Awareness and Prevention Month Proclamation

**Submitted For:** Terry Cook

**Submitted By:** Garry Brown, Commissioner Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Consider, discuss, and take appropriate action on proclaiming April 2018 as CHILD ABUSE AWARENESS AND PREVENTION MONTH in Williamson County.

**Background**

**Fiscal Impact**

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

PROCLAMATION

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Garry Brown  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM  
Started On: 03/21/2018 03:05 PM

# PROCLAMATION

**WHEREAS**, in Federal fiscal year 2016, the US Census Department reported an estimated population of 139,582 children in Williamson County, Texas, and the Texas Department of Family & Protective Services reported 3,119 completed child abuse investigations in the county and 695 confirmed cases of child abuse or neglect; and the Williamson County Children’s Advocacy Center forensically interviewed 638 children in the same time period; and

**WHEREAS**, our children are our most valuable resources and will shape the future of Texas; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and the impact of abuse and neglect has long-term personal, economic, and social costs, and therefore threatens our future; and

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses, and law enforcement agencies; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and to promote programs and activities that benefit children and their families that foster the social, emotional, and developmental well-being of children and families in a safe, stable, nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families; and

**WHEREAS**, all adults, 18 and over are considered mandated reporters in the State of Texas and are charged with officially reporting any and all suspected cases of abuse to the 1-800-252-5400 Abuse Hotline so that local professionals can properly investigate and intervene in a timely manner to keep children safe from abuse in Williamson County; and

**WHEREAS**, Children’s Advocacy Centers were created in the Texas Family Code to work with government agencies in a unified effort to investigate cases of child

abuse in a manner that reduces trauma to young victims; and the Williamson County Children's Advocacy Center, a non-profit organization which was formed in 1997 to serve all cities and rural areas in Williamson County, exists to provide a child friendly, safe place to disclose child abuse, reduce emotional trauma for children and their non-offending family members, and extend professional services that protect the integrity of an investigation; and

**WHEREAS**, the Williamson County Children's Advocacy Center, Williamson County Sheriff's Department, Child Protective Services, CASA, Emergency Medical Services, the Williamson County Mobile Outreach Team, the County Attorney's Office, the District Attorney's Office, and the Judges and all of their staff, foster parents, teachers, and others work together and play a critical role in the prevention and healing of abused and neglected children in our community to ensure that they have the opportunity to grow up in safe, loving, permanent homes;

**NOW, THEREFORE**, the Williamson County Commissioners Court do hereby proclaim April 2018 as NATIONAL CHILD ABUSE AWARENESS AND PREVENTION MONTH in Williamson County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families by that recognition; and, hereby recognize the Williamson County Children's Advocacy Center for its outstanding service to protect the unprotected, seek justice against child maltreatment and encourage all citizens to be vigilant in recognizing and reporting child abuse in Williamson County.

Signed on this date: \_\_\_\_\_

\_\_\_\_\_  
Dan Gattis, County Judge

\_\_\_\_\_  
Terry Cook, Commissioner Pct. 1

\_\_\_\_\_  
Valerie Covey, Commissioner Pct. 3

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Larry Madsen, Commissioner Pct. 4

**Commissioners Court - Regular Session**

**14.**

**Meeting Date:** 03/27/2018

Discuss, consider and take appropriate action on approving Tyler Coufal and Kathrine Whitney as Extension Agents

**Submitted By:** Pamela Ward, Ag Extension

**Department:** Ag Extension

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving Tyler Coufal as the Texas A&M AgriLife Extension Service - Agriculture Extension Agent and Katherine Whitney as the Texas A&M AgriLife Extension Service-Horticulture Extension Agent.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Pamela Ward

Final Approval Date: 03/08/2018

**Reviewed By**

Wendy Coco

**Date**

03/08/2018 06:38 PM

Started On: 03/08/2018 08:35 AM

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 03/27/2018

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

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 02/26/2018

**Reviewed By**

Wendy Coco

**Date**

02/26/2018 10:55 AM

Started On: 02/23/2018 10:46 AM

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 03/27/2018

Discuss consider and take appropriate action on Change Order No 1 for contract number IFB 1706-169 for the Overlay Ronald Reagan Blvd

**Submitted For:** Terron Evertson

**Submitted By:** Daribel Texidor, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1706-169, in the amount of (\$177,159.27) for the Overlay of Ronald Reagan Blvd from Williams Drive to SH 195.

**Background**

This Change Order balances the contract quantities and decreases the total contract amount by \$177,159.27. With this change order, and payment of final invoice, this project will be satisfactorily completed.

**Fiscal Impact**

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

Change Order No. 1

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Daribel Texidor  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 12:09 PM  
Started On: 03/22/2018 10:41 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

- 1. CONTRACTOR: Lone Star Paving
- 2. Change Order Work Limits: Sta. 1 to Sta. 285+75
- 3. Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)
- 4. Reasons: 2E (3 Max. - In order of importance - Primary first)

**Project:** IFB 1706-169

**Roadway:** Ronald Reagan Blvd

**Purchase Order Number:** \_\_\_\_\_

5. Describe the work being revised:  
**Quantities adjusted due to differing site conditions.**

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

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>03/05/18</u></p> <p>By <u>Randall Ambaum</u></p> <p>Typed/Printed Name <u>Randall Ambaum</u></p> <p>Typed/Printed Title <u>Sn. P.M.</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$177,159.27)</u></p>
---	---

RECOMMENDED FOR EXECUTION:

[Signature] 3/12/18  
 Project Manager Date  
 Construction Observer

[Signature] 3/14/18  
 Design Engineer Date

[Signature] 3/14/18  
 Program Manager Date

County Commissioner Precinct 1 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 2 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 3 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 4 Date  
 APPROVED  REQUEST APPROVAL

APPROVED County Judge Date

Design Engineer's Seal:





## CHANGE ORDER REASON(S) CODE CHART

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

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 03/27/2018

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, for the acceptance and funding of the Buyout Savings portion of the change order in the amount of \$135,504.00 for the construction of the Fuel Station and the required additional days per ASI-039 in relation to the Williamson County North Campus Project.

**Background**

This change order is for the approval of the balance of funding needed for Change Order #46. This portion is being funded by Buyout Savings within the original GMP Contract. This change order will fully fund the construction of the Fuel Station. The total cost for the Fuel Station construction is \$1,485,504.00. The Fuel Station final design is specified in and based on ASI-039.

**Fiscal Impact**

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

[NCF Change Order 46](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/22/2018 08:08 AM



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

A handwritten signature in blue ink, appearing to read "DBoram", written over a circular stamp that contains the name "Doug Boram".

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**

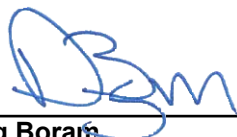
TIME EXTENSION TO CONTRACT: 163 Days

Submitted Date: 2/28/2018

Accepted

VAUGHN CONSTRUCTION

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

By:   
Doug Boran

Date \_\_\_\_\_

Proposal Valid for 10 Days

<i>Cost Code</i>	<i>Description</i>	<i>Details</i>	<i>Amt.</i>	<i>Unit</i>	<i>Total</i>
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 Installed Cnstr 1		235	0	-
Various	Vaughn Labor	Tyler Rogers	3,500	4	14,000
	Misc Materials		5,000	1	5,000
				<b>TOTAL</b>	<b>132,086</b>

# **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	<u>\$ 1,040.00</u>
<b>Revised price for Alternate C</b>	<b>\$ 6,230.00</b>

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

***Amy Kirkham***

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Amy Kirkham for Action Decorating, Inc.

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Vaughn Construction



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:**

<u>Item No.</u>	<u>Description</u>
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,

**Schmidt Electric Company**

Accepted By

Date

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	-	
<b>SUBTOTAL</b>			<b>13,305.94</b>	

**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	
				-	
				-	
				-	
				-	
				-	
				-	
<b>SUBTOTAL</b>				<b>33,375.00</b>	

**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	
				-	
<b>SUBTOTAL</b>				<b>1,867.24</b>	

**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	-	-	
<b>SUBTOTAL</b>			<b>4,585.00</b>	

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

Contract value before this Change Request

Contract value after this Change Request

Impact to contract schedule affected by this Change Order request \_\_\_\_\_ Days

Subcontractors Representative Signature \_\_\_\_\_

**Subcontractors Certification**

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**GC APPROVAL**

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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:**

<u>Item No.</u>	<u>Description</u>
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,

**Schmidt Electric Company**

Scott Schwartz  
**Project Manager**

cc: File

---

**Accepted By**

**Date**

**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	-	
<b>SUBTOTAL</b>			<b>1,043.30</b>	

DIRECT MATERIAL COSTS - see attached backup					
Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Material	Lot	1	77.00	77.00	
	Lot	1		-	
				-	
				-	
				-	
				-	
				-	
				-	
<b>SUBTOTAL</b>				<b>77.00</b>	

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	
				-	
<b>SUBTOTAL</b>				<b>44.81</b>	

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	-	-		
<b>SUBTOTAL</b>			<b>\$ 9,239.00</b>		

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	\$ -
<b>GRAND TOTAL FOR THIS CHANGE ORDER REQUEST</b>	<b>\$ 12,036.00</b>

Contract value before this Change Request

Contract value after this Change Request


Impact to contract schedule affected by this Change Order request

Days

Subcontractors Representative Signature \_\_\_\_\_

Subcontractors Certification

GC APPROVAL

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

Note:



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 NINETY-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

***Please visit us at [www.keystoneconcrete.com](http://www.keystoneconcrete.com)***

Keystone Concrete Placement

35 County Rd. 150 • Georgetown, Texas 78626 • Office: (512) 931-3033 • Fax: (512) 931-0995



- 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](http://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

***Please visit us at [www.keystoneconcrete.com](http://www.keystoneconcrete.com)***

Keystone Concrete Placement

35 County Rd. 150 • Georgetown, Texas 78626 • Office: (512) 931-3033 • Fax: (512) 931-0995



# 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.

---

**HUB Certification #1742662468400**

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



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.

---

**HUB Certification #1742662468400**

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



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](mailto: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

### 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
<b>Current Amounts</b>		<b>183</b>	<b>10</b>	<b>\$19,637,942</b>	<b>\$251,076</b>	<b>\$253,394</b>	<b>\$2,030,934</b>	<b>(\$135,504)</b>	<b>\$674,834</b>	<b>\$22,712,676</b>	<b>\$22,712,676</b>

Activity ID	Activity Name	Original Duration	Start	Finish	2018												2019		
					M	April	May	June	July	A	S	O	N	D	J	F	M		
<b>Wilco North Campus w/out Alts</b>		253	19-Jan-18 A	18-Jan-19															
<b>Milestones</b>		23	16-Mar-18	18-Apr-18															
<b>Preconstruction</b>		253	19-Jan-18 A	18-Jan-19															
<b>Design Development Documents</b>		0																	
<b>Construction Documents</b>		0																	
<b>Material Procurement</b>		253	19-Jan-18 A	18-Jan-19															
<b>Construction</b>		253	19-Jan-18 A	18-Jan-19															
<b>Site Construction</b>		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															
<b>EMS Training (Building H)</b>		64	19-Jan-18 A	18-Apr-18															
<b>Facilities Locker Room &amp; Canopy (Building B)</b>		8	28-Feb-18	09-Mar-18															
<b>Wireless Comm Building (Building D)</b>		26	28-Feb-18	04-Apr-18															
<b>Vehicle Inspection Building (Building G)</b>		18	28-Feb-18	23-Mar-18															
<b>EMS Vehicle Storage (Building E)</b>		4	28-Feb-18	05-Mar-18															
<b>Fuel Island</b>		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															
	Procurement 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															

18-Apr-18, Milestones

10-Apr-18, Site Construction

20-Mar-18, Site Paving

10-Apr-18, Irrigation & Landscaping

18-Apr-18, EMS Training (Building H)

09-Mar-18, Facilities Locker Room & Canopy (Building B)

04-Apr-18, Wireless Comm Building (Building D)

23-Mar-18, Vehicle Inspection Building (Building G)

05-Mar-18, EMS Vehicle Storage (Building E)

Change Order Approved by Commissioners Court

Contract with Subcontractors

Submittals

Procurement of Tanks

Fuel Station Construction

Concrete Drives

Trim Out

Startup and Testing

County Start Using New Fueling Station

Demo Existing Fuel Island

Patch Asphalt

Vaughn Punch

Arch/Owner Punch List

Final Completion

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 03/27/2018

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 Gary and Cynthia Barrows for right of way needed on CR 200 (Parcel 15). Funding Source- Road Bonds P285

**Background**

**Fiscal Impact**

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

Barrows Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:16 AM

Started On: 03/22/2018 10:04 AM

**REAL ESTATE CONTRACT**  
CR 200 Right of Way—Parcel 15

THIS REAL ESTATE CONTRACT (“Contract”) is made by GARY BARROWS and CYNTHIA A. BARROWS (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 0.064-acre (2,778 square feet) tract of land out of Lot 77, 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 77 being conveyed to Gary Barrows and Cynthia A. Barrows by Deed Recorded in Document No. 2011076267, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein.

**(Parcel 15)**;

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 SEVEN THOUSAND TWO HUNDRED THIRTY and 00/100 Dollars (\$7,230.00).

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 March 31st, 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") on or before March 31<sup>st</sup>, 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

**SELLER:**

By:   
GARY BARROWS

Address:

216 SARAH'S LADE  
LIBERTY HILL TX  
78042

By:   
CYNTHIA A. BARROWS

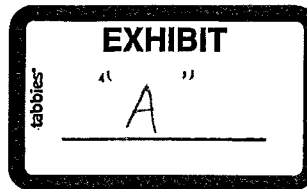
**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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



County: Williamson County  
 Roadway: CR. 200

**PROPERTY DESCRIPTION  
 PARCEL 15**

BEING A 0.064 ACRE (2,778 SQUARE FEET) TRACT OF LAND OUT OF LOT 77, 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 77 BEING CONVEYED TO GARY BARROWS AND SPOUSE CYNTHIA A. BORROWS BY DEED RECORDED IN DOCUMENT NO. 2011076267, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 77, same being the north line of Lot 78 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which an ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lots 77 and 78 bears S 68°56'14" W, 294.06' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 77 and with the proposed westerly R.O.W. line of C.R. 200, 138.89' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly R.O.W. line of C.R. 200 with a common line being the north line of said Lot 77 and the south line of Lot 76 of said Cierra Vista Subdivision, for the northwest corner hereof;
2. **THENCE** N 68°55'51" E, with said common line, 20.00' to a ½" iron rod with plastic cap stamped "3DS" found in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 76 and 77 for the north east corner hereof;
3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 77, 138.89' to a calculated point for the common east corner of said Lots 77 and 78 for the southeast corner hereof, from which a ½" iron rod with cap stamped "3DS" found bears N 68°56'14" E, 0.07' for reference;

**EXHIBIT A**

**County:** Williamson County  
**Roadway:** CR. 200

- 4. **THENCE** S 68°56'14" W, with the south line of said Lot 77, same being the north line of said Lot 78, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,778 square feet) of land, more or less.

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

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

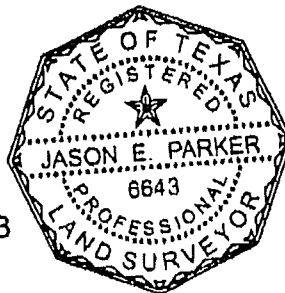
This property description is accompanied by a separate plat of even date.

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

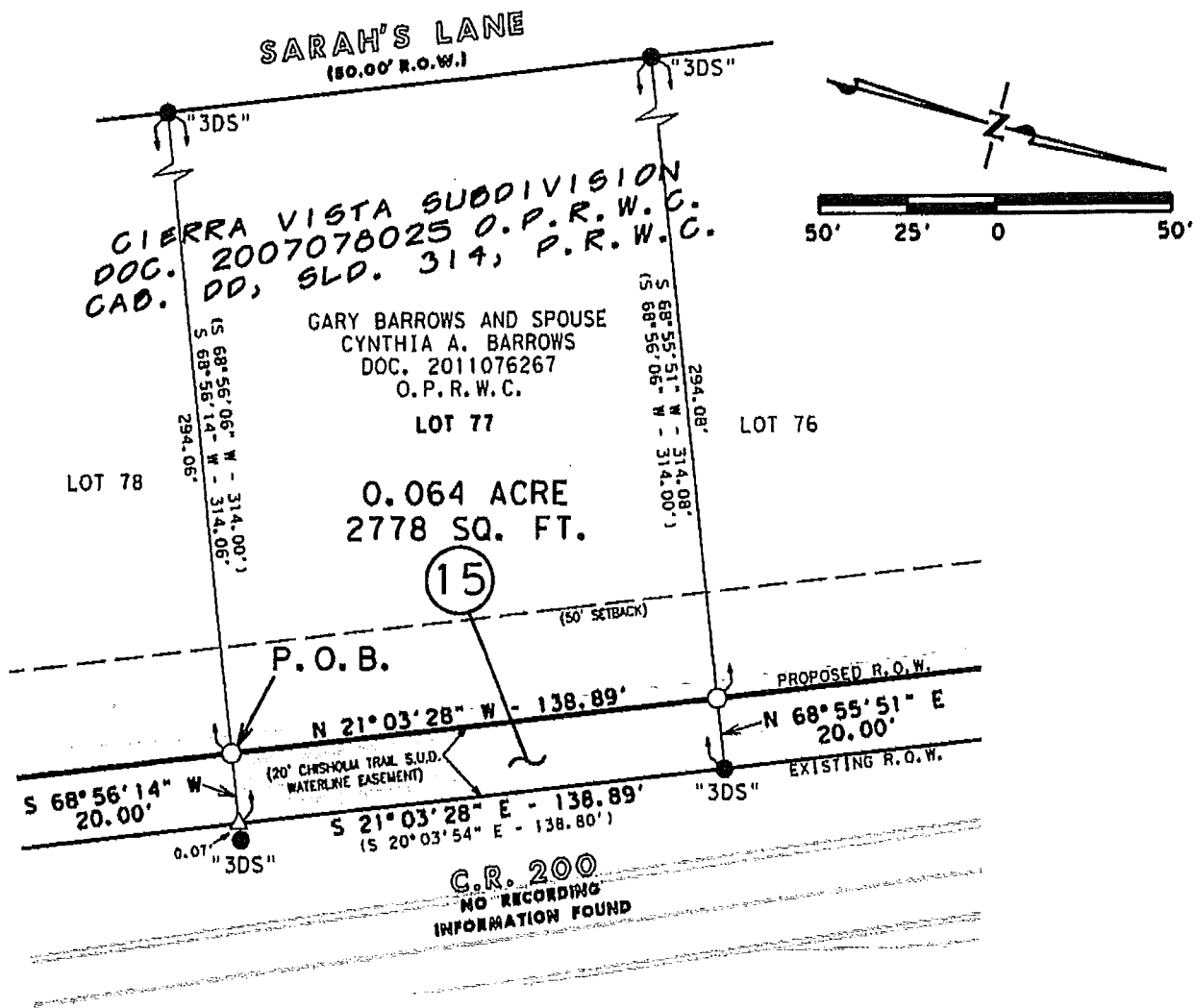
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25<sup>th</sup> day of OCT, 2017, A.D.

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



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



**NOTES:**

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

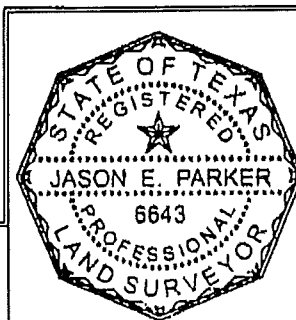
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17  
DATE

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



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



PARCEL 15  
ACRES: 0.064  
HIGHWAY: C.R. 200  
ROW CSJ:  
COUNTY: WILLIAMSON  
SCALE: 1" = 50'  
SHEET 3 OF 3

FILE: P15.dgn

**LEGEND**

(UNLESS OTHERWISE NOTED)

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

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 03/27/2018

Interlocal Agreement

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute an Interlocal Agreement with the BRA, et. al., regarding the relocation of a portion of the Williamson County Raw Waterline to facilitate the construction of the CR 305 at IH 35 Project and the Reagan Blvd. at IH 35 Project.

**Background**

**Fiscal Impact**

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

Interlocal Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:16 AM

Started On: 03/22/2018 10:09 AM

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS**

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL BY THESE PRESENTS:

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS** (“Agreement”) is entered into between Brazos River Authority (“BRA”), Williamson County, a political subdivision of the State of Texas (the “County”), the City of Round Rock, Texas (“Round Rock”), the City of Georgetown, Texas (“Georgetown”), and Brushy Creek Municipal Utility District (“BCMUD”), collectively referred to as the “Parties”.

**WHEREAS**, the BRA operates the Williamson County Regional Raw Water Line (“WCRRWL”), which consists of approximately 28 miles of pipeline, needed to convey water from Stillhouse Hollow Lake to Lake Georgetown; and

**WHEREAS**, the County is and has been in the process of improving County Road 305 at IH 35 (the “CR 305 Project”) and Ronald Reagan Boulevard at IH 35 (the “RRB Project”), collectively referred to herein as the “Projects”; and

**WHEREAS**, the re-alignment of roads contemplated by the Projects will necessitate the relocation of certain sections of the WCRRWL; and

**WHEREAS**, Round Rock, Georgetown, BCMUD, and BRA are parties to the Williamson County Regional Raw Water Line Agreement, which sets forth the agreements relating to oversight, operations and maintenance of the WCRRWL; and

**WHEREAS**, in an effort to facilitate the Projects, the County desires to relocate portions of the WCRRWL into new right-of-way; thus, this Agreement sets forth the terms and conditions for the relocation of portions of the WCRRWL.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
STATEMENT OF INTENT**

**1.01 General.** The purpose of this Agreement is to set forth the responsibilities and obligations of the Parties relating to relocation of the WCRRWL.

**1.02 Relocation of Waterline.** The County will, at its sole expense, relocate the impacted sections of the WCRRWL (hereinafter the “Waterline Adjustments”), in

accordance with construction plans and specifications set forth in “Exhibit A” for the CR 305 Project and “Exhibit B” for the RRB Project.

**1.03 County’s Responsibilities.** To accomplish the Waterline Adjustments, the County will perform the following tasks:

(a) Obtain and provide twenty (20) foot easements, including providing title insurance acceptable to BRA on all easement areas, to the BRA for the relocated sections of the WCRRWL, except where the relocated waterline is located within TxDOT right-of-way;

(b) In the event WCRRWL easements are in areas where the County will be abandoning roadways for the Projects, the County shall ensure that the BRA’s easements remain intact;

(c) Grant the BRA a permanent waterline easement, including providing title insurance acceptable to BRA on all easement areas, in all County owned areas where the WCRRWL is located and currently located in a utility agreement between BRA and the County. In recognition of the fact that a portion of the relocated waterline easements are located within a Texas Department of Transportation (“TxDOT”) right of way, the County agrees to pay any and all costs related to any potential future relocation of the portions of the waterline easements described in “Exhibit C” in the event that the relocation is considered non-reimbursable by TxDOT. Furthermore, the County hereby irrevocably and expressly waives its sovereign immunity from liability and from suit for any and all claims, expenses and costs related to the future relocation of the portions of the WCRRWL located within a TxDOT right of way;

(d) Prepare design and construction plans and specifications for the Waterline Adjustments, signed and sealed by a professional engineer licensed in the State of Texas;

(e) Manage the design and construction of the Waterline Adjustments;

(f) Pay any and all design and utility relocation costs;

(g) Contract for construction of the Waterline Adjustments with a contractor meeting the requirements set forth in “Exhibit D”;

(h) Reimburse Round Rock for inspection services within 30 days of receipt of proof of payment by Round Rock;

(i) Execute a Bill of Sale and Assignment of Owned Real Property with BRA to acquire right, title and interest in all surplus real property, resulting from the Waterline Adjustments, and ownership of all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal, in substantially the form noted in “Exhibit E”; and

(j) Provide a Resident Project Representative for the Projects acceptable to the Parties to perform the activities set forth on “Exhibit F”.

**1.04 BRA's Responsibilities.** BRA will perform the following with respect to the Waterline Adjustments:

(a) Review and approve all easement documents and potential title issues prior to any relocation activities. If BRA discovers a title issue, BRA shall notify the County and provide the County an opportunity to cure the defect.

(b) Provide comments on review of designs submitted for consideration by the other Parties within 21 calendar days of receipt;

(c) Designate a point of contact for review of designs and agreements submitted by the County; and

(d) Transfer to the County interest in all surplus real property, resulting from the Waterline Adjustments, and ownership of all materials, debris and components, resulting from the Waterline Adjustments, in substantially the form noted in "Exhibit E".

**1.05 Round Rock's Responsibilities.** Round Rock will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt; and

(b) Provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects and, in that regard, perform the activities set forth on "Exhibit G".

**1.06 Georgetown's Responsibilities.** Georgetown will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt.

**1.07 BCMUD's Responsibilities.** BCMUD will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt

**1.08 Continuation of Service.** The County agrees that the Waterline Adjustments shall be undertaken so as to minimize any disruption of water service to existing customers of BRA, Round Rock, Georgetown, and BCMUD, and will not result in the loss of water service to any such customers for a period of no more than five (5) days. In addition, the County shall provide the Parties 30 days' written notice of any scheduled disruption to water service caused by the Waterline Adjustments.

## II. CONSTRUCTION OF PROJECT

**2.01 General.** The Parties mutually acknowledge and agree that the County shall, at its sole expense, complete and construct the Waterline Adjustments as set forth in this Agreement.

**2.02 Construction Plans.** The County shall submit the Waterline Adjustments project plans and specifications (the "Project Plans") and all timelines and construction schedules, and any changes or modifications thereto, to the Parties for review prior to commencing construction.

**2.03 Inspection.** Round Rock shall inspect the Project Plans and the physical improvements related to Waterline Adjustments. If Round Rock determines that the construction by the County is not in accordance with the approved Project Plans, Round Rock shall provide notice to the County of any construction deficiencies. Upon receipt of such notification from Round Rock, the County shall cease construction until the problem and/or deficiency can be addressed and a corrective plan of construction implemented with approval of the Parties.

**2.04 Other Costs.** The County shall reimburse Round Rock for all costs that Round Rock incurs for inspections related to the Waterline Adjustments within 30 days of receipt of an invoice for those costs.

**2.05 Insurance, Bonds and Warranties.** The County shall require the contractor for the Waterline Adjustment to name BRA as an additional insured on all bonds and policies related to the Waterline Adjustment. The County shall require the contractor to provide maintenance, performance, and payment bonds in favor of BRA for the Waterline Adjustment. The County shall transfer all warranties for the Waterline Adjustments to BRA upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the Waterline Adjustments.

**2.06 Indemnification.** TO THE EXTENT ALLOWED BY LAW, ROUND ROCK, GEORGETOWN, AND BCMUD AGREE TO INDEMNIFY AND HOLD BRA, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE DESIGN, CONSTRUCTION, AND RELOCATION OF THE WATERLINE ADJUSTMENTS.

TO THE EXTENT ALLOWED BY LAW, THE COUNTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BRA, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS,

DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE ACQUISITION OF ANY AND ALL EASEMENTS BY THE COUNTY FOR THE PROJECTS AND THE DESIGN, CONSTRUCTION, AND RELOCATION OF THE WATERLINE ADJUSTMENTS INCLUDING BUT NOT LIMITED TO DELAYS IN THE BRA'S ABILITY TO TRANSPORT WATER USING THE WCRRWL TO BRA CUSTOMERS.

### III. DISPUTES

#### **3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive

remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

#### **IV. GENERAL PROVISIONS**

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

**4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.07 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**4.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a party by hand-delivery; (ii) transmitted to a party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the party indicated below:

<b>BRA:</b>	Brazos River Authority 4600 Cobbs Drive Waco, Texas 76710 Attn: Trey Buzbee Telephone: (254) 761-3168
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<b>County:</b>	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626
----------------	--

Attn: Judge Dan Gattis  
Telephone: (512) 943-1577

**Round Rock:**

City of Round Rock  
221 E. Main St.  
Round Rock, Texas 78664  
Attn: City Manager  
Telephone: (512) 218-5400

**Georgetown:**

City of Georgetown  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626  
Attn: City Manager  
Telephone: (512) 930-3652

**BCMUD:**

Brushy Creek MUD  
16318 Great Oaks Dr.  
Round Rock, Texas 78681  
Attn: Board President  
Telephone: (512) 255-7871

**4.09 Exhibit.** The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - CR 305 at IH 35
- Exhibit B - Ronald Reagan at IH 35
- Exhibit C – Easements Located in TxDot Right of Ways
- Exhibit D - Construction Contractor Requirements
- Exhibit E - Form of Bill of Sale and Assignment of Owned Real Property
- Exhibit F - Activities of Resident Project Representative
- Exhibit G - Construction Inspection Services

**4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.11 Authority.** Each party represents and warrants that it has the full right, power and authority to execute this Agreement.

*(SIGNATURES ON FOLLOWING PAGES)*

**ATTEST:**

\_\_\_\_\_

**BRAZOS RIVER AUTHORITY:**

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

Printed Name: Phillip J. Ford

Title: General Manager/CEO

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

**ATTEST:**

\_\_\_\_\_  
County Clerk

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_  
Printed Name:     Dan A. Gattis      
Title:     County Judge      
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF ROUND ROCK:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

**CITY OF GEORGETOWN:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT:**

\_\_\_\_\_  
Secretary

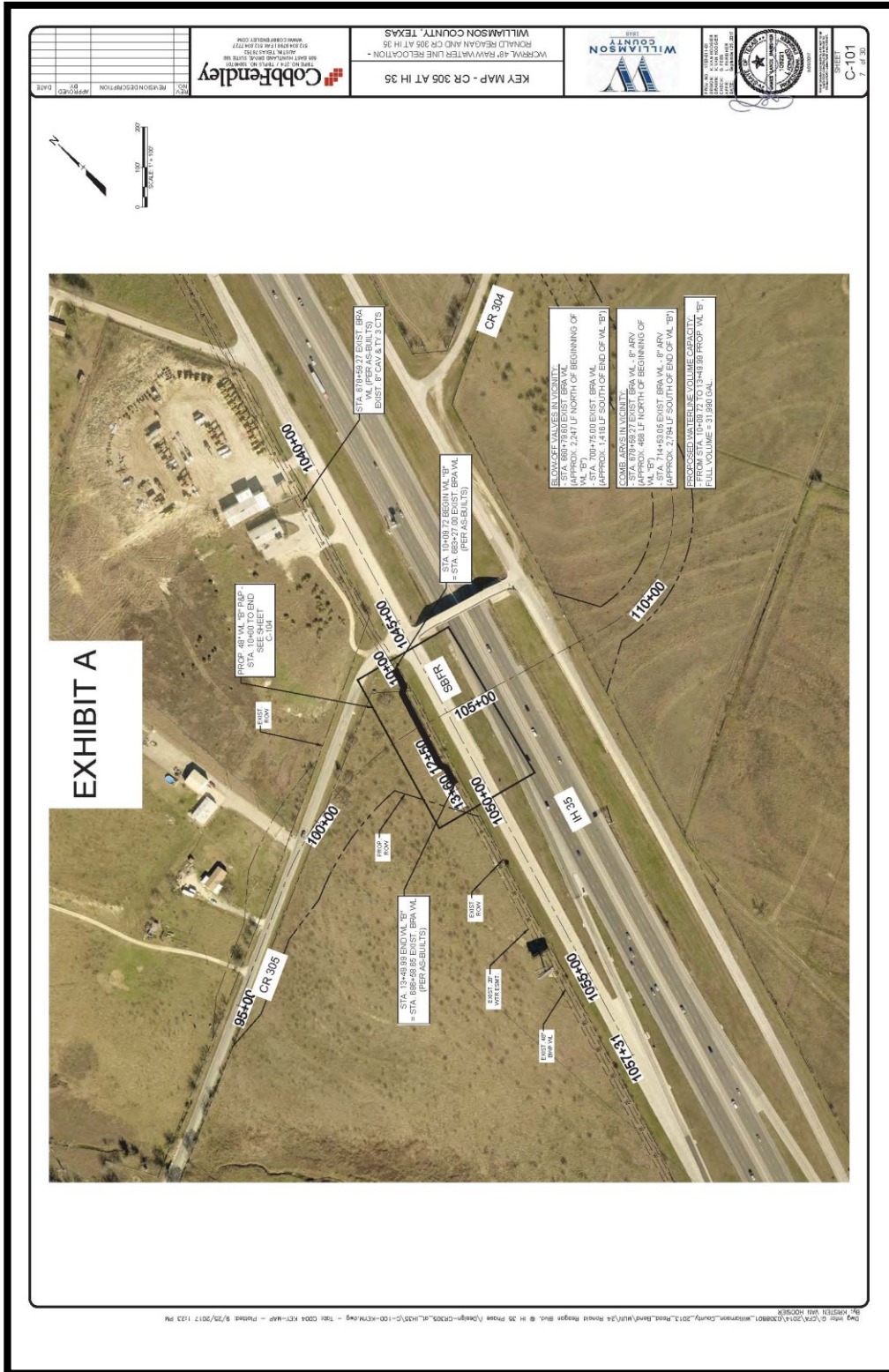
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

# EXHIBIT A CR 305 AT IH 35







**EXHIBIT D**  
**CONSTRUCTION CONTRACTOR REQUIREMENTS**

**Section I. Contractor Requirements**

**1.1** To accomplish the Waterline Adjustments, the County shall contract with a contractor meeting the following requirements:

- i.** Provide insurance coverage as outlined in the County's Project Construction Manual.
- ii.** Provide performance, payment, and maintenance bonds as outlined in the Project Construction Manual.
- iii.** Begin work within 10 days after Notice To Proceed is given.
- iv.** Complete work items in accordance with the plans and specifications.
- v.** Complete project to Substantial Completion within 60 calendar days.
- vi.** Complete Punch List and obtain Final Completion within 30 calendar days from Substantial Completion.

**EXHIBIT E**  
**FORM OF BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY**

<p><u>NOTICE OF CONFIDENTIALITY RIGHTS</u>: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER</p>	<p style="text-align: center;"><u>RECORDING INFORMATION</u></p>
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**BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY**

THIS BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY ("**Agreement**") is entered into this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), by and between the **BRAZOS RIVER AUTHORITY** ("Grantor"), a river authority created by Legislative Act, under Article XVI, Section 59 of the Texas Constitution, with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, and **WILLIAMSON COUNTY**, a political subdivision of the State of Texas ("**Grantee**"), with a mailing address of \_\_\_\_\_.

**RECITALS**

**Whereas**, pursuant to the terms of an Interlocal Agreement entered into between Grantor, Grantee, Round Rock, Georgetown and BCMUD, with an effective date of \_\_\_\_\_, 20\_\_ ("**Interlocal Agreement**"), the Grantor agreed to quitclaim, transfer and assign to Grantee the Grantor's right, title and interest in all real property and in all materials, debris and components ("**Acquired Assets**"), resulting from the Waterline Adjustments for disposal, excepting only the excluded assets that are specifically excluded under the terms of this Agreement;

**Whereas**, Grantee agreed to accept the transfer of the Acquired Assets and pay any and all consideration specified in the Interlocal Agreement, and upon closing, to acquire ownership of all real property and all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal.

**Now, Therefore**, for ten dollars (\$10.00) and other good and valuable consideration including a certificate of completion for the Waterline Adjustments signed and sealed by the engineer of record, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

**1. Quitclaim, Transfer, and Assignment.** Grantor hereby quitclaims, assigns, transfers, sells and delivers unto Grantee all of Grantor's right, title and interest, free and clear of all liens, in and to the following Acquired Assets:

**a. Certain Sections of the Williamson County Regional Raw Water Line.**

The impacted portions of the WCRRWL to be relocated by the Grantee due to the CR 305 Project and the RRB Project. A plat depicting the locations and extent of the WCRRWL sold hereunder is set forth in Exhibit "1", attached hereto and incorporated by reference herein for all purposes.

**b. Owned Real Property.** All real property estates, easements, leases, land use permits, rights, fixtures, titles and interests of the Grantor as listed on Exhibit "1", attached hereto and incorporated by reference herein for all purposes, which pertain to the use and location of the impacted sections of the WCRRWL;

**c. Personal Property.** All materials, supplies, machinery, equipment, improvements, and other personal property located on the portions of the Waterline Adjustments described in Subsections a. and b. above, SAVE AND EXCEPT the Excluded Assets, as listed in Section 2 of this Agreement; and

**d. Records.** Copies of any available land files, Agreement files, surveys, maps, plats, correspondence and other documents and instruments evidencing the BRA's title to or interest of the Acquired Assets described in Subsections a. and b. above.

TO HAVE AND TO HOLD the Acquired Assets, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right, title, or interest in all or any part of the Acquired Assets.

**2. Exceptions.** The Acquired Assets are transferred subject to:

**a.** the terms and conditions of that certain Interlocal Agreement by and between Grantor, Grantee, Round Rock, Georgetown, and BCMUD dated \_\_\_\_\_, 20\_\_;

**b.** all of the terms and conditions of any easements, rights-of-way, leases, or other real property comprising the Owned Real Property, if any;

**c.** all other matters of record affecting the Owned Real Property, and all matters that would be shown on a current and accurate survey of the Owned Real Property; and

**d.** Grantor reserves title and ownership to the existing 16" combination air relief valve located within the RRB Project area.

**3. DISCLAIMER OF WARRANTIES AND ASSUMPTION OF LIABILITIES.** THE GRANTOR HEREBY DISCLAIMS ANY WARRANTY, REPRESENTATION, COVENANT, AGREEMENT, OR GUARANTY, ORAL OR WRITTEN, EXPRESS OR

IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER AFFECTING THE ACQUIRED ASSETS. AS BETWEEN GRANTOR AND GRANTEE, AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, GRANTEE ASSUMES AND SHALL BE RESPONSIBLE, IN ADDITION TO ALL OTHER OBLIGATIONS ASSUMED BY GRANTEE ELSEWHERE HEREIN, ALL EXISTING LIABILITIES AND OBLIGATIONS, WHETHER DISCOVERED OR NOT, RELATING TO THE ACQUIRED ASSETS, REGARDLESS OF WHEN SUCH LIABILITIES AND OBLIGATIONS AROSE, INCLUDING, BUT NOT LIMITED TO:

- a. CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY;
- b. ANY CONDITION RELATING TO THE ACQUIRED ASSETS THAT CONTAMINATES SOIL, AIR OR WATER IN A MANNER THAT VIOLATES OR IS CAUSE FOR REMEDIATION UNDER ANY APPLICABLE LAW, REGULATION, ORDINANCE, RULE OR ORDER, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED SUCH CONDITION TO EXIST;
- c. NORM, LEAD PAINT, OR ASBESTOS, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED NORM, LEAD PAINT, OR ASBESTOS TO EXIST;
- d. THE NATURE AND CONDITION OF THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE;
- e. THE COMPLIANCE OF THE ACQUIRED ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATION OF ANY GOVERNMENT OR OTHER BODY.

BY ITS ACCEPTANCE OF THIS BILL OF SALE AND IN CONSIDERATION OF THE QUITCLAIM BY THE GRANTOR HEREIN, GRANTEE ACKNOWLEDGES AND AGREES THAT THE GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE ACQUIRED ASSETS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. THE GRANTEE HEREBY ACCEPTS THE ACQUIRED ASSETS IN THEIR PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS.

**4. Entire Agreement.** Except as otherwise provided herein, this Agreement constitutes the entire agreement between Grantor and Grantee as to the subject matter hereof, and the parties do not rely upon any statement, promise or representation not herein expressed.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law rules.

**6. Additional Instruments.** Grantor agrees to execute and deliver to Grantee such additional and separate bills of sale or other instruments of assignment as may be necessary to further evidence the transfer of the title to any of the Acquired Assets hereby quitclaimed to Grantee.

**7. Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

**8. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

**9. Defined Terms.** All capitalized terms not defined herein shall have the same meaning ascribed to them in the Interlocal Agreement.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Bill of Sale and Assignment of Owned Real Property has been executed by Grantor and Grantee on the respective dates set forth below, to be effective for all purposes as of the Effective Date.

**GRANTOR:**

**BRAZOS RIVER AUTHORITY**

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

Title: **GENERAL MANAGER/CEO**

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

**GRANTEE:**

**WILLIAMSON COUNTY**

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

Title: \_\_\_\_\_

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF MCLENNAN       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, General Manager/CEO of the Brazos River Authority, a river authority of the State of Texas, on behalf of such river authority.

\_\_\_\_\_  
Notary Public for the State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON     §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Williamson County, a political subdivision of the State of Texas, on behalf of such political subdivision.

\_\_\_\_\_  
Notary Public for the State of Texas

**EXHIBIT F**  
**ACTIVITIES OF RESIDENT PROJECT REPRESENTATIVE**

**Section I. Resident Project Representative Activities**

**1.1** To accomplish the Waterline Adjustments, the County shall provide a Resident Project Representative for the Projects acceptable to the Parties. The role of the Resident Project Representative (Construction Observer) shall include, but is not limited to the following:

- i.** Review monthly pay request.
- ii.** Review project schedule.
- iii.** Coordinate testing as necessary (not including water line testing).
- iv.** Coordinate distribution of requests for information.
- v.** Prepare and administer change orders.
- vi.** Monitor traffic control plans and devices for compliance with plans.
- vii.** Monitor horizontal and vertical placement of waterline.
- viii.** Monitor backfill for proper compaction.
- ix.** Monitor erosion control and drainage for compliance with plans.
- x.** Accept and review as-built plans.
- xi.** Coordinate with BRA, TCEQ, and other agencies as necessary.
- xii.** Maintain daily diary of work performed and project issues.

## **EXHIBIT G CONSTRUCTION INSPECTION SERVICES**

### **Section I. General**

**1.1** Round Rock shall provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects. In the event Round Rock acquires professional construction inspection services on behalf of the WCRRWL parties, Round Rock shall be the sole WCRRWL party contracting with for professional construction inspection services.

**1.2** The County shall reimburse Round Rock for all costs related to the construction inspection and/or acquiring professional construction inspection services.

### **Section II. Services**

**2.1** Round Rock's construction inspector, or the professional construction inspection services acquired by Round Rock, shall perform the following services for the Projects:

- i.** Contract Document, Submittal, and Plan Reviews
- ii.** Change Proposal Request and Change Order Reviews
- iii.** Attend and Coordinate Project Meetings
- iv.** Coordination and communication with Project Stakeholders
- v.** Coordination with Franchise Utility on Conflicts and Assist with Resolutions
- vi.** Daily Construction Inspection and Observation of All Aspects of Ongoing Project
- vii.** Daily Reporting and Photo Documentation
- viii.** Compile Accurate Quantity Data
- ix.** Construction Deficiency Reviews and Coordinate Acceptable Resolutions
- x.** Assistance with Request for Information (R.F.I) and Request for Deviation (R.F.D.) Reviews
- xi.** Coordinate Quality Control Testing
- xii.** Review Pay Applications
- xiii.** Punch List Compilation and Follow Ups
- xiv.** Review As-Built Information Submitted and Assist With As Built Compilation
- xv.** Maintenance Bond Review and Warranty Inspection Checks

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 03/27/2018

Resolution for Condemnation

**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 Resolution for Condemnation with Mary Elizabeth Sowell, the Estate of Raymond Sowell (deceased) and Joshua Joe Solis a/k/a Joshua Solis for right of way needed on the San Gabriel Ranch Road project. Funding Source: Road & Bridge P439

**Background**

**Fiscal Impact**

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

[Solis Resolution](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:37 AM

Started On: 03/22/2018 10:11 AM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of (1) fee simple title in and to a certain tract of land being 0.548 acres, being more particularly described by metes and bounds in Exhibit "A" (Parcel 1) attached hereto; (2) a temporary construction and staging easement interest in and across a certain tract of land being 0.59 acre as shown in Exhibit "B" attached hereto; and (3) a temporary drainage easement in and across a certain tract of land being 0.03 acre as described and shown in "Exhibit B" attached hereto, all owned by **MARY ELIZABETH SOWELL, THE ESTATE OF RAYMOND SOWELL, DECEASED AND JOSHUA JOE SOLIS a/k/a JOSHUA SOLIS**, for the purpose of constructing, reconstructing, maintaining, and operating San Gabriel Ranch Road and related channel and drainage improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners for a voluntary purchase of the hereinafter described properties, and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent

domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Dan A. Gattis  
Williamson County Judge

EXHIBIT   A  

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

**DESCRIPTION FOR PARCEL 1**

DESCRIPTION OF A 0.548 ACRE (23,859 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 132, SAN GABRIEL RIVER RANCH, SECTION 1, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 1.280 ACRE TRACT OF LAND IN A DEED TO JOSHUA JOE SOLIS, RECORDED IN DOCUMENT NO. 2013015102 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), ALSO BEING A PORTION OF LOT 131, OF SAID SAN GABRIEL RIVER RANCH SUBDIVISION, DESCRIBED AS A CALLED 1.41 ACRE TRACT OF LAND IN SAID DEED TO JOSHUA JOE SOLIS, RECORDED IN DOCUMENT NO. 2013015102, O.P.R.W.C.TX., SAID 0.548 ACRE (23,859 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 cotton spindle found on the centerline of a 50-foot wide road easement (San Gabriel Ranch Road), per said plat of San Gabriel River Ranch subdivision, same being the west line of said Lot 132;

A) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 0.89 feet to a calculated point at the west corner of said Lot 131, and the north corner of Lot 132, of said San Gabriel River Ranch, described as a called 1.280 acre tract of land in deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.Tx.;

B) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, same being the west line of said Lot 132, a distance of 228.43 feet to a calculated point at the intersection of San Gabriel Ranch Road and Remuda Drive, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, for the west corner of said Lot 132, also being the north corner of Lot 133, of said San Gabriel River Ranch subdivision, described as a called 0.78 acre tract of land in a deed to Joe E. Mireles, Jr., recorded in Document No. 2015108075, O.P.R.W.C.TX.;

C) **THENCE** S 61°00'13" E, continuing with centerline of said San Gabriel Ranch Road, same being the south line of said Lot 132 and the north line of said Lot 133, a distance of 25.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed north right-of-way (ROW) line of said San Gabriel Ranch Road, for the **POINT OF BEGINNING** and the west corner of the parcel described herein;

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**THENCE** departing the centerline of said San Gabriel Ranch Road, with the proposed north right-of-way line of said San Gabriel Ranch Road, over and across said Lot 132, the following five (5) courses and distances numbered 1-5:

- 1) N 25°02'24" E, a distance of 25.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the north line of said San Gabriel Ranch Road easement,
- 2) S 61°00'13" E, a distance of 168.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 3) S 74°32'06" E, departing said north line of said San Gabriel Ranch Road easement, a distance of 36.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 4) N 31°27'59" E, a distance of 37.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, and
- 5) N 35°19'31" E, a distance of 52.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the common boundary line of said Lots 132 and 131,

**THENCE** with the proposed north ROW of San Gabriel Ranch Road, through the interior of said Lot 131, the following two (2) courses and distances numbered 6-7:

- 6) N 35°19'31" E, a distance of 56.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, for the northwest corner of the parcel described herein, and
  - 7) S 89°03'25" E, a distance of 61.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the common boundary line of said Lot 131 and Lot 130, of said San Gabriel River Ranch subdivision, described as a called 1.31 acre tract of land in a deed to Joshua & Patricia Solis, recorded in Document No. 2016011400, O.P.R.W.C.TX, for a northeast corner of the parcel described herein,
- 8) **THENCE** S 41°06'13" E, with the common line of said Lots 131 and Lot 130, and the proposed north ROW of San Gabriel Ranch Road, a distance of 42.20 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the south corner of said Lot 130, same being the east corner of said Lot 131, for the east corner of the parcel described herein;
  - 9) **THENCE** S 39°45'37" W, with the common line of said Lots 130 and Lot 38, and the proposed north ROW of San Gabriel Ranch Road, a distance of 21.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the east line of said Lot 131, same being the west line of said Lot 38;
  - 10) **THENCE** S 39°45'37" W, departing the proposed north right-of-way line of said San Gabriel Ranch Road, with the common line of said Lot 131 and said Lot 38, a distance of 66.84 feet to a calculated point, same being the west line of said Lot 38, the south corner of said Lot 131, and the east corner of said Lot 132;
  - 11) **THENCE** S 20°14'47" W, with the common line of said Lot 132 and said Lot 38, a distance of 108.99 feet to a calculated point on the centerline of said San Gabriel Ranch Road, for the west corner of said Lot 38, the north corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441 of the Official Records of Williamson County, Texas (O.R.W.C.TX.), the east corner of said Lot 133, and the south corner of said Lot 132 and the parcel described herein;

12) **THENCE** N 61°00'13" W, with the centerline of said San Gabriel Ranch Road, same being the north line of said Lot 133 and the south line of said Lot 132, passing at a distance of 1.07 feet a cotton spindle found, and continuing for a total distance of 309.84 feet to the **POINT OF BEGINNING**, and containing 0.548 acres (23,859 sq. ft.) of land, more or less.

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

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

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

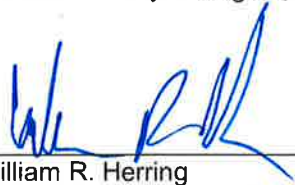
COUNTY OF TRAVIS

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 14<sup>th</sup> day of August, 2017.

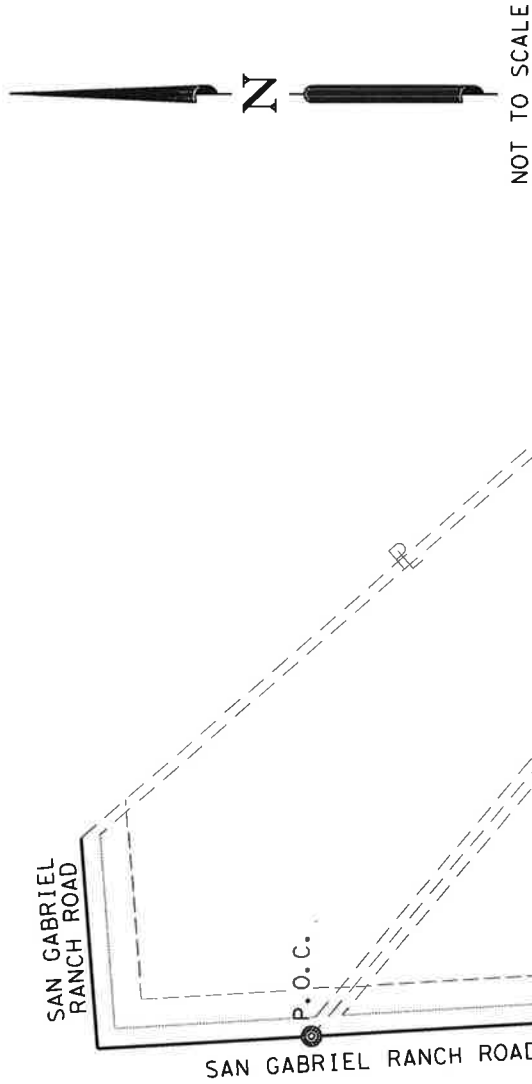
SURVEYING AND MAPPING, LLC.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300



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

**LEGEND**

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



PARENT TRACT INSET  
NOT TO SCALE

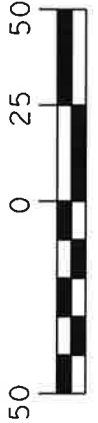
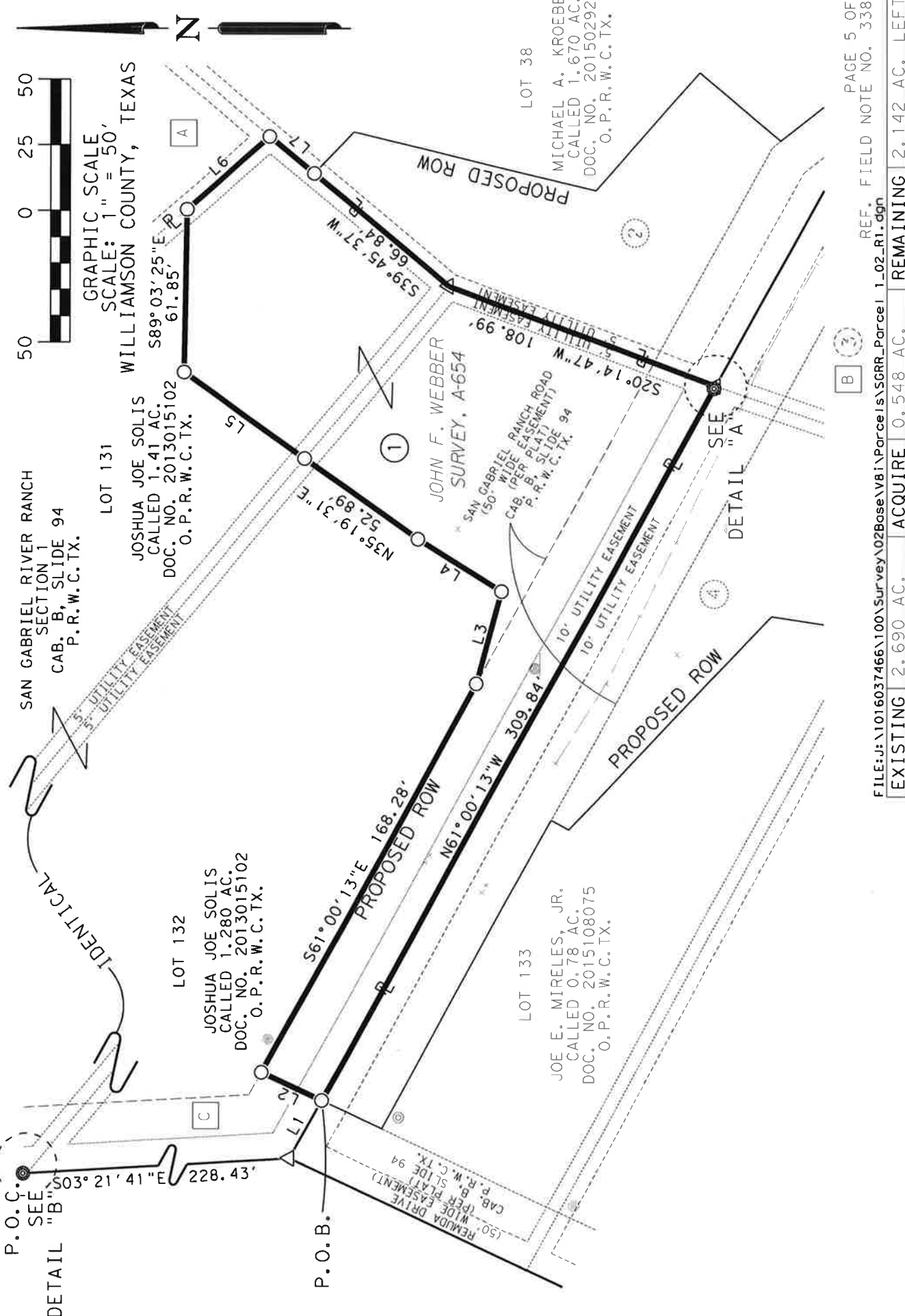
FILE: J:\1016037466\100\Survey\02Base\VB1\Parcel\SGRR\_Parcel 1\_01\_R1.dgn  
EXISTING 2.690 AC. ACQUIRE 0.548 AC. REMAINING 2.142 AC. LEFT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064100

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
JOSHUA JOE SOLIS  
PARCEL 1  
0.548 AC. (23,859 SQ. FT.)

- NOTES:
- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE NAD83(2011) (EPOCH 2010) NAVD88 (GEOID03). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
  - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



WILLIAMSON COUNTY, TEXAS

LOT 131  
 JOSHUA JOE SOLIS  
 CALLED 1.41 AC.  
 DOC. NO. 2013015102  
 O.P.R.W.C.TX.

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

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

JOHN F. WEBBER  
 SURVEY, A-654

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

DETAIL "B"

DETAIL "A"

B

3

2

4

FILE: J:\1016037466\100\Survey\02Base\81\Parcel\81\SGRR\_Parcel 1\_02\_R1.dgn REF. FIELD NOTE NO. 33832

EXISTING 2.690 AC. ACQUIRE 0.548 AC. REMAINING 2.142 AC. LEFT



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 JOSHUA JOE SOLIS  
 PARCEL 1  
 0.548 AC. (23,859 SQ. FT.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S61°00'13"E	25.06'
L2	N25°02'24"E	25.06'
L3	S74°32'06"E	36.34'
L4	N31°27'59"E	37.91'
L5	N35°19'31"E	56.64'
L6	S41°06'13"E	42.20'
L7	S39°45'37"W	21.97'
L8	S03°21'41"E	0.89'

A

LOT 130

JOSHUA & PATRICIA SOLIS  
CALLED 1.31 AC.  
DOC. NO. 2016011400  
O.P.R.W.C.TX.

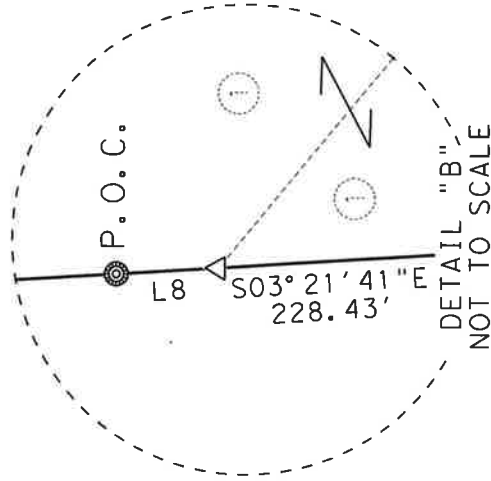
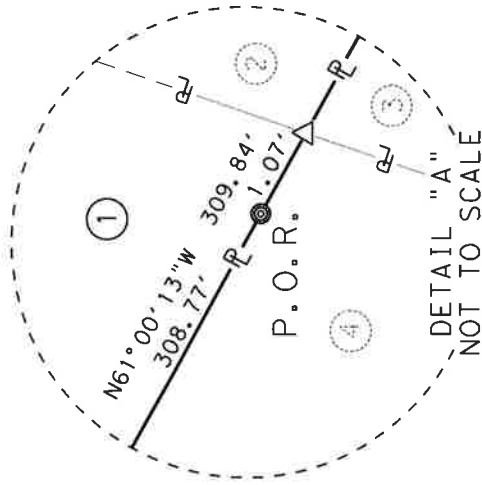
B

LOT 37

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

C

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



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

*William R. Herring*

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

8/14/2017  
DATE

FILE: J:\1016037466\100\Survey\02Base\81\Parcel\SGRR\_Parcel 1\_02\_R1.dgn REF. FIELD NOTE NO. 33832 PAGE 6 OF 6

EXISTING 2.690 AC. ACQUIRE 0.548 AC. REMAINING 2.142 AC. LEFT



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  
JOSHUA & PATRICIA SOLIS  
PARCEL 1

0.548 AC. (23,859 SQ. FT.)



Exhibit "B"

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

**NOT FOR CONSTRUCTION**  
THIS DOCUMENT IS RELEASED FOR THE  
PURPOSE OF INTERIM REVIEW UNDER THE  
AUTHORITY OF JUSTIN G. MORENSON, P.E.  
IT IS NOT TO BE USED FOR CONSTRUCTION,  
BIDDING OR PERMIT PURPOSES.

**FREES & NICHOLS**  
10431 Meadows Circle, Suite 300  
Austin, Texas 78759  
Phone - (512) 617-3100  
Fax - (512) 617-3101

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

NO. ISSUE	BY	DATE	FR. JOB NO.	W/C16278
SHEET			DATE	5/15/17
SEC.			DESIGNED BY	DRW. MOB
			REVISIONS	AD
			CHECKED BY	BBW
			FILE NAME	FIGURE_ROW_July-TempConstruction.dwg

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 03/27/2018

Star Golf Correction Deeds

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on two Correction Special Warranty Deeds between Star Golf Development, Inc., as Grantor, and Williamson County, Texas, as Grantee, to correct the legal description of the properties described in the original deeds.

**Background**

Star Golf Development, Inc. previously conveyed the right-of-way for portions of Muirfield Bend Drive and Klattenhoff Lane within the Star Ranch MUD to Williamson County. The deeds failed to reserve an easement for the benefit of the MUD to operate and maintain the w/ww/d utilities, which were installed years ago. Star Golf Development, Inc.'s attorney has prepared correction deeds to remedy the problem.

**Fiscal Impact**

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

[Correction Special Warranty Deed Star Golf 1](#)

[Correction Special Warranty Deed Star Golf 2](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Hal Hawes  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:09 AM  
Started On: 03/22/2018 10:03 AM

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 03/27/2018

Brush Creek Ltd Correction Deeds

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Correction Dedication Deed between Brushy Creek, Ltd., as Grantor, and Williamson County, Texas, as Grantee, to correct the legal description of the property described in the original dedication deed.

**Background**

Brushy Creek, Ltd. previously conveyed the right-of-way for portions of Muirfield Bend Drive and Klattenhoff Lane within the Star Ranch MUD to Williamson County. The deed failed to reserve an easement for the benefit of the MUD to operate and maintain the w/ww/d utilities, which were installed years ago. Brushy Creek, Ltd.'s attorney has prepared the correction deed to remedy the problem.

**Fiscal Impact**

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

[Correction Dedication Deed Brushy Creek Dev](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:16 AM

Started On: 03/22/2018 10:06 AM

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 03/27/2018

Tack Correction Deeds

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Correction Dedication Deed and two Correction Special Warranty Deeds between Tack Development, Ltd., as Grantor, and Williamson County, Texas, as Grantee, to correct the legal description of the properties described in the original deeds.

**Background**

Tack Development previously conveyed the right-of-way for portions of Muirfield Bend Drive and Klattenhoff Lane within the Star Ranch MUD to Williamson County. The deeds failed to reserve an easement for the benefit of the MUD to operate and maintain the w/ww/d utilities, which were installed years ago. Tack Development's attorney has prepared correction deeds to remedy the problem.

**Fiscal Impact**

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

[Correction Dedication Deed Tack](#)

[Correction Special Warranty Deed Tack 1](#)

[Correction Special Warranty Deed Tack 2](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:09 AM

Started On: 03/22/2018 10:00 AM

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 03/27/2018

Benefits Committee Bylaws

**Submitted For:** Tara Raymore

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve the Williamson County Benefit Committee Bylaws.

**Background**

The Williamson County Benefit Committee has developed the attached Bylaws in conjunction with legal review to outline the membership role, procedures and responsibilities of the Benefit Committee Members, Facilitator’s and the Benefit Broker Consultant as approved by the Commissioners Court.

**Fiscal Impact**

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

Benefits Committee Bylaws

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 11:06 AM

Started On: 03/22/2018 10:50 AM



# *Williamson County*

## *Benefits Committee Bylaws*

### **Article I. Name**

The name of this Committee shall be the Williamson County Benefits Committee.

### **Article II. Authority and Purpose**

- A. Authority: By the authority of the Williamson County Commissioners Court under Chapter 172, Texas Local Government Code, the Williamson County Benefits Committee (“Committee”) was created on February 12, 1990.
- B. Purpose: The purpose of these Bylaws is to establish the membership and procedures for operation of the Committee.
- C. Mission: The mission of the Committee is to facilitate the provision of high quality affordable health benefits for County employees and their eligible dependents, build a foundation for an effective health care program that encourages wellness through healthy lifestyle, includes features that provide the best value for cost in the health care plan design, relies upon a combination of incentives for patients and providers in making health care decisions and gain employee understanding and endorsement of the program.
- D. Values: It is the goal of the Committee for the members to function cooperatively in a spirit of consensus to achieve the stated mission. The Committee will explore cost effective concepts and alternatives for plan designs for the County’s Benefits Plan.

### **Article III. Responsibilities and Membership**

#### A. Responsibilities of the Committee:

1. Advisory: The Committee shall make recommendations to the Williamson County Commissioners Court relative to a Benefits Plan, amendments to the Benefits Plan, changes in its administration, or implementation of alternative benefit plans as may be appropriate based upon deliberations by the Committee of the following employee/retiree benefits (which may be collectively referred to herein as the “Benefits Plan”):
  - Medical/Vision Insurance
  - Dental Insurance

- Life Insurance
  - Voluntary Insurance including Voluntary Life, Short Term and Long Term Disability
  - FSA Medical/Dependent Care
  - Employee Assistance Program
  - Cafeteria Plan/Flexible Benefits Plan
  - Other topics as directed by the Williamson County Commissioners Court
- a. Benefit Strategy: The Committee will work with the approved Benefits Broker Consultant, Sr. Director of Human Resources and the Director of Benefits Administration to perform the following duties: research, evaluate and recommend benefit strategies and seek the most effective, affordable, and comprehensive benefits package which is economically achievable for the County to provide to employees/retirees and inform the entire Williamson County Commissioners Court of all relevant emerging issues or concerns as may be necessary from time to time.
  - b. Vendor Management: The Committee will provide a forum to discuss the above topic concerns and proactively address issues which may arise in the area of said benefits to lessen the disputes between parties e.g. members and/or benefit vendors.
  - c. RFP & TPA Selection: The Committee will also serve a major role in recommending any Third Party Administrators (TPA) to the Williamson County Commissioners Court that may be needed by working in conjunction with the Non-Voting Members of the Committee by writing the formal Request for Proposal (RFP) (defining objective, scope, method, service description, provider qualifications, selection procedure, selection criteria, conducting the selection of a TPA for recommendation to the Williamson County Commissioners Court); and presenting the recommended TPA to the Williamson County Commissioners Court.
2. Financial Review: The Committee shall review the financial status of the Benefits Reserve Fund, including actuarial and risk management analysis and recommendations, and take this information into consideration as it makes recommendations to the Williamson County Commissioners Court regarding defined benefits plan design and network selections.

**B. Committee Members:**

**1. Voting Members: (Trustee: Advisory Role & Fiduciary Oversight)**

- a. The County Judge is a permanent appointed voting member.
- b. One County Commissioner as appointed and approved by the Williamson County Commissioners Court.
- c. Five other (5) general representatives, who are not Williamson County Elected Officials and that are from the County Elected Offices and County Departments,

will be selected and nominated by the Committee and approved by the Williamson County Commissioners Court. These Voting Members will serve for a term of three years. Terms shall start January 1<sup>st</sup>.

2. Selection Process of Voting Members:

- a. The Benefits Administrator will be responsible for the posting and administration of the internal application process for vacant Committee Voting Member positions.
- b. Applicants interested in serving on the Benefits Committee will be required to complete an internal application and interview process.
- c. Current Benefit Committee Voting Members that are interested in continuing to serve on the Benefits Committee after their current term ends will also be required to complete an internal application and interview process.
- d. Applicants must be in an exempt and non-elected position, have the ability to attend Benefits Committee Meetings and training requirements, and have Department Head/Elected Official approval to participate.
- e. The Benefits Committee will appoint a selection committee to participate in the selection/interview process so that a final recommendation may be made to the Benefits Committee for approval by the Commissioners Court.
- f. The final candidates will then be recommended to the Commissioners Court for approval and appointment to the Benefits Committee.

2. Non-Voting Members: (Administrative, Legal, and Financial Management)

- a. Legal counsel
- b. Senior Director of Human Resources Director as appointed and approved by the Williamson County Commissioners Court
- c. Director of Benefits Administration
- d. The Williamson County Auditor or designee
- e. Any other non-voting advisory members as approved by the Committee

3. Officers:

- a. The following officers shall serve the Committee:

- i. Committee Chair: The Committee Chair shall preside over all meetings of the Committee and shall be a current Voting Member of the Committee.
  - ii. Committee Vice-Chair: The Committee Vice-Chair shall preside over all meetings of the Committee in the absence of the Committee Chair and shall be a current Voting Member of the Committee.
  - iii. Secretary: The Secretary is responsible for creating the minutes of all actions taken by the Committee during its meetings and may be either a Voting or Non-Voting Member of the Committee or another County employee.
- b. All officer positions shall be selected by majority vote of the Voting Members present at the first open meeting of each year.
4. The Committee will consist of selected members knowledgeable in the areas of insurance, cafeteria/flex plan benefits for the employees and the management of Williamson County. The members appointed shall serve their terms in accordance with these by-laws and any other directives of the Williamson County Commissioners Court. The main criteria for appointment to the Committee will be individuals who shall have sufficient knowledge, interest, experience and/or familiarity with the areas of insurance and cafeteria/flex plan benefits. Members are not limited on the number of terms served.

***Article IV. Mandatory Trustee Training\****

- A. *Trustees who act as fiduciaries for a risk pool* must have at least 16 hours of combined professional instruction with four hours of instruction in each of the following areas:
1. law governing the establishment and operation of risk pools by political divisions;
  2. principles of self-insurance and risk pools, including actuarial and underwriting principles and investment principles;
  3. principles relating to reading and understanding financial statements; and
  4. the general fiduciary duties of trustees.
- B. Not later than the 180<sup>th</sup> day after the date of selection as trustee, or after the effective date of this chapter, whichever is the later date, a trustee must complete the training required by Subsection (a).

***\*Section 172.007, Texas Local Government Code***

## Article IV. Meetings & Attendance

- A. Meetings: Meetings of the Committee shall be governed by the Texas Open Meetings Act. The Committee will meet no less than twice per year. Meeting schedules shall be established on an annual basis. The Committee shall hold meetings monthly/quarterly as scheduled at the Human Resources Training Room or another location as deemed appropriate. Meetings will be conducted during normal County business hours. Meetings shall be conducted in accordance with the procedures of the most recent version of Robert's Rules of Order. No Voting Member may participate in meetings by proxy or through a designee. Members of the Benefit Committee may request an agenda item to be added to the agenda by utilizing Agenda Quick for the Benefit Committee or by emailing the Benefit Administrator. Members participating in the Williamson County Benefit Plan may request or submit an agenda item to be sponsored by any member of the Benefit Committee except for Claims Administration and/or appeals, as that is managed by the Third-Party Administrator.
- B. Quorum: Four (4) Voting Members of the Committee shall constitute a quorum for the transaction of business. The Committee shall take no formal action unless it is adopted by the concurring votes of a majority of the Voting Members present constituting a quorum in any meeting. When recommending a change in benefits to the Committee or the Williamson County Commissioners Court, a majority vote of those Voting Members present and constituting a quorum is required.
- C. Attendance and Removal: Committee members are expected to attend all scheduled meetings as work schedule permits. However, Voting Members that fail to attend two (2) or more of the meetings in a Benefits Plan year or are absent from (2) two or more consecutive meetings may be removed from the Committee. Any Voting Member of the Committee may request an agenda item regarding the removal and replacement of another Committee member. Upon majority vote of the Voting Members present, the Committee will submit its recommendation to the Williamson County Commissioners Court for the removal of a Committee member. The Committee member will be removed only upon approval of the Commissioners Court.
- D. Facilitators:
1. Meeting Facilitator: The Committee Chair will facilitate all meetings of the Committee. In the absence of the Committee Chair, the Committee Vice-Chair shall facilitate the meeting. In the absence of the Committee Vice-Chair, the Committee may designate a Committee Member to act as the meeting facilitator for that meeting.
  2. Administrative Facilitator: The Director of Benefits Administration will utilize the County's current agenda management software program to prepare and publicly post all meeting agendas. The Director of Benefits Administration may make recommendations as appropriate to facilitate the normal operation and administration of the Benefits Plan.

3. Benefit Broker Consultant: The Benefits Broker Consultant will work with the Director of Benefits Administration to review and recommend any Benefits Plan amendments or changes as appropriate. The Broker Consultant will be required to attend and participate in all meetings.
  
- E. Executive Session: The Committee may adjourn into executive session at any time during the course of any open meeting as authorized by law.
  
- F. Meeting Minutes: The Committee shall maintain minutes of all its meetings. All decisions, recommendations, and findings of fact shall be entered into the Committee's minutes, and available in the County's current minutes management software program and/or Human Resources Department.

**Article V. Amendments**

- A. Proposed amendments to these bylaws may be approved at any properly noticed meeting of the Committee by a majority vote.
  
- B. In addition, proposed amendments to the bylaws shall be approved by the Williamson County Commissioners Court.

**These Williamson County Benefits Committee Bylaws were considered, approved and adopted in a duly called session of the Commissioners' Court of Williamson County, Texas, on \_\_\_\_\_, 20\_\_\_\_\_.**

**Williamson County, Texas**

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

Dan A. Gattis,  
Williamson County Judge

**Commissioners Court - Regular Session**

25.

**Meeting Date:** 03/27/2018

ITS Overtime

**Submitted By:** Jay Schade, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding request of Technology Services Department to pay non-exempt staff for overtime in the total amount not to exceed \$10,000 for work performed in association with the various County building projects in lieu of giving compensatory time.

**Background**

Currently, when a non-exempt employee in the Technology Services department works overtime, they receive comp-time rather than being paid for the time worked. Because the various building projects will require several non-exempt employees to work over some weekends and evenings -- non-business hours -- and because we can't afford to have staff out of the office any more than they are already allowed for vacation and sick leave, we would like to be able to pay them for these specific hours worked rather than give them comp-time. We have seven employees who would be eligible to work overtime for these projects and we don't anticipate any one of them having to work more than 8 -10 hours of overtime for any one project. Maximum overtime cost for these projects should be significantly less than \$10,000, which we have available in the budget, although, when we have the exact amount, we will need to do a line item transfer to move the funds appropriately.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Jay Schade  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 09:58 AM  
Started On: 03/01/2018 01:48 PM

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 03/27/2018

CR 434 Road Closure for Filming

**Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on temporarily closing CR 434 during the stated times for Stalwart Films to shoot a TV series for AMC Television: Monday 4/2/18 from 12 p.m. to 4 p.m. and Tuesday 4/3/18 from 6 a.m. - 3 p.m.

**Background**

Approval from adjacent property owners has been obtained by Stalwart Films. 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 has provided insurance and named Williamson County as an additional insured. Stalwart Films traffic control plan is attached to this item and it has been reviewed and approved by the County Engineer's Office.

**Fiscal Impact**

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

[CR 434 Traffic Control Plan](#)

[Filming Notification Packet](#)

**Form Review**

**Inbox**

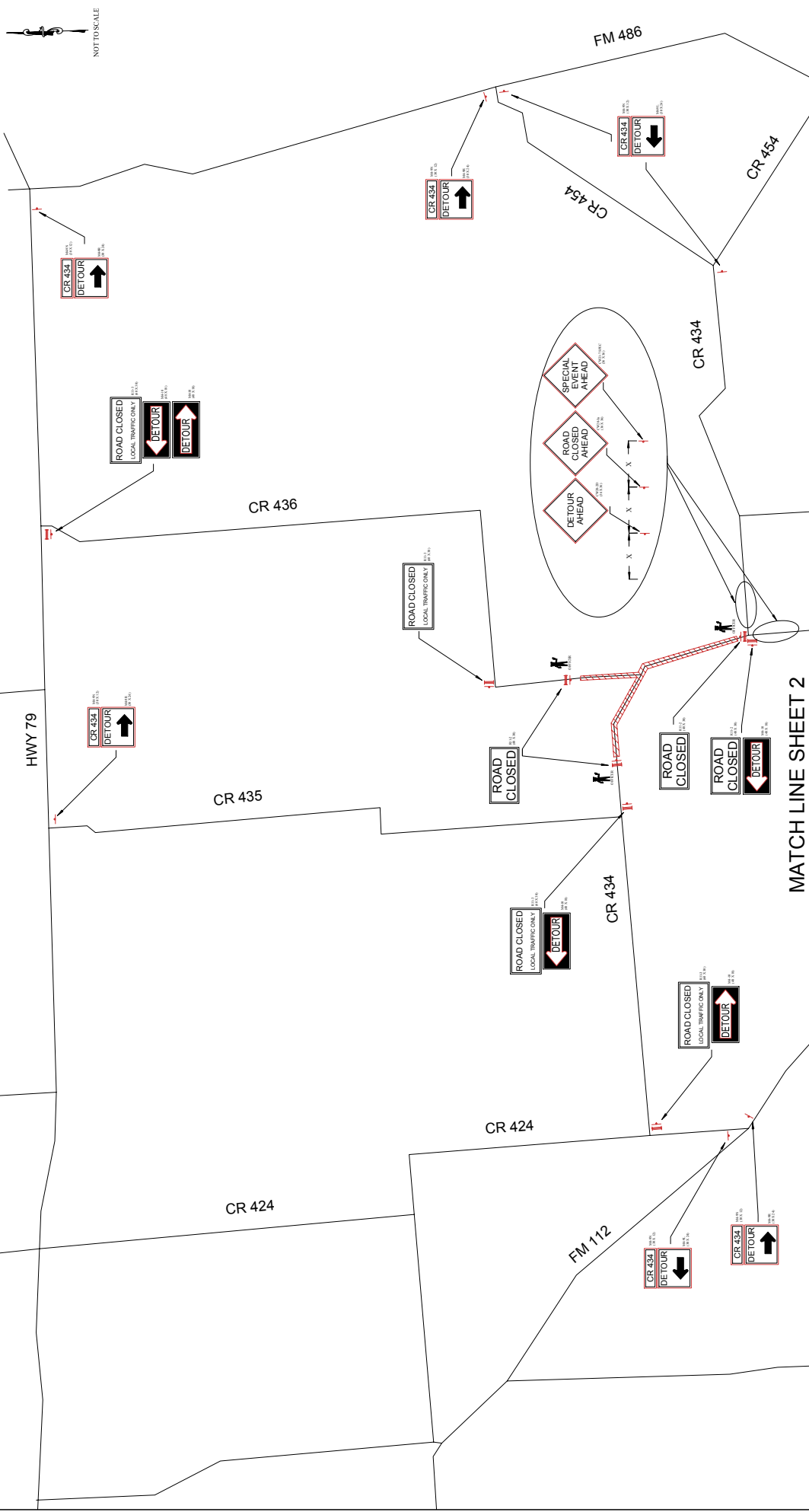
County Judge Exec Asst.  
Form Started By: Connie Odom  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM  
Started On: 03/21/2018 04:36 PM



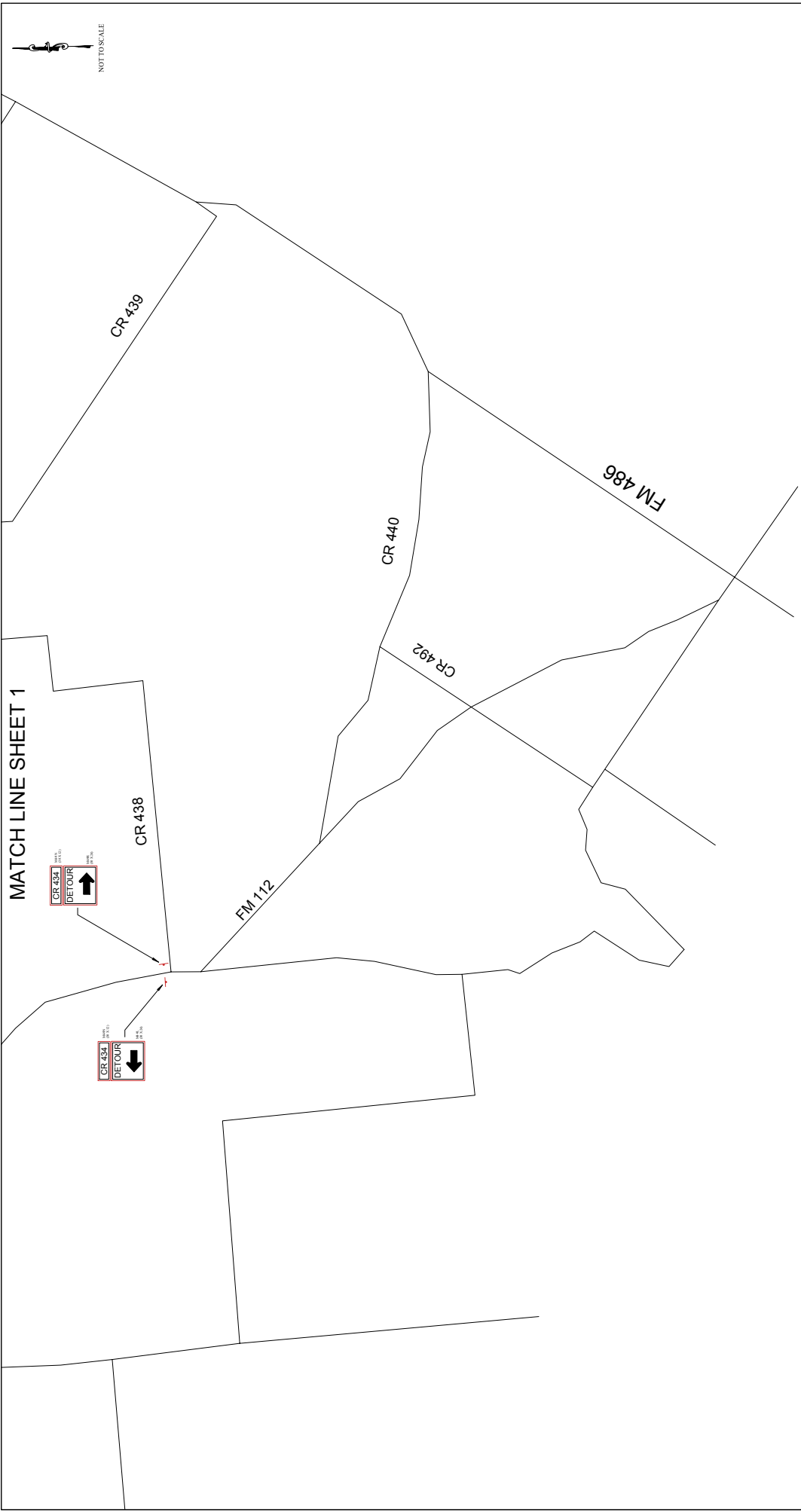
MATCH LINE SHEET 2

This document is released for the purpose of interim review and mark-up under the authority of Sergio Lozano-Sanchez P.E. 89158. It is not to be used for construction.

**LOC Consultants**  
 Environmental Engineers  
 FIRM NO. 4756  
 Civil Structural  
 1715 E 7th Street  
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 Mobile (512) 587-7236

**sdd & llc**  
 We're Working For You  
 CONSULTANT SERVICES  
 131 Old Stone Road Cedar Creek, Texas 78612  
 512-350-7840 garrv@sdd-llc.com

**STALWART FILMS  
 CR 434  
 TRAFFIC CONTROL PLAN**



We're Working For You



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131 Old Stone Road Cedar Creek, Texas 78612  
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Mobile (512) 587-7236

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the authority of  
Sergio Lozano-Sanchez  
P.E. 89158  
it is not to be used  
for construction.

**STALWART FILMS  
CR 434  
TRAFFIC CONTROL PLAN**

# FILMING NOTIFICATION

Stalwart Films is currently producing a TV Series for AMC Television in the Central Texas area this Spring. As is the policy with Williamson County, we need to obtain a permit to film on County Roads and the right of way. We have attached a map indicating our filming requests and a schedule listing our proposed filming dates and times. Please take the time to review them. On the last page there is a Sign off form. Please complete the bottom half of the form and return this to us. The county asks that we submit these to show them that we have contacted the nearby properties. You can return this to us by email, leaving it on your front door, or by taking a photo with your phone and texting it to us.

Filming will take place in and around the roads. We will be working with the Wilco Sherriff's Dept to provide traffic control while filming to keep everything safe. If access to your property falls within the filming area, just let us know and we will make sure you can get through quickly and safely. If you travel down these roads daily, we ask that during the filming, you follow the detour around the area. We will not block any driveways or entrances and all residents and businesses will maintain full access to their properties at all times.

Please feel free to call me with any questions. We have an excellent local crew working on the project, and we are extremely optimistic about the outcome. The film community continues to thrive in central Texas because of the hospitality of its citizens, the diverse nature of its locations, and the generosity of its homeowners and tenants. We greatly appreciate your consideration in this matter.

Sincerely,

Dustin Daniels  
Stalwart Films  
Locations Dept  
281 798 3307 cell  
dustindaniels@gmail.com

# FILMING NOTIFICATION MAP



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:  
4/2/18, 12:00pm - 4:00pm  
4/3/18, 6:00am - 3:00pm

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



## Williamson County Filming Sign-Off Form

**Name of Film:** “BATS”

**Film Company:** STALWART PRODUCTIONS

**Permit Applicant Name:** Dustin Daniels

**Applicant Contact Information:** 281 798 3307

**Film Preparation Information:**

*If the applicant intends to use the right of way for preparation prior to the film activity, that information is included here.*

**Dates and Times:** 4/2/18, 12:00pm - 4:00pm

**Streets Affected:** Filming on CR 434 Bridge between CR 436 and CR 438 south east of Thrall.

**Description of Activity:** Preparing for filming in the right of way.

**Film Activity Information:**

**Dates and Times:** 4/3/18, 6:00am - 3:00pm

**Streets Affected:** Filming on CR 434 Bridge between CR 436 and CR 438 south east of Thrall.

**Description of Activity:** Filming in the right of way

**Property Owner / Resident** Please fill out the this section completely as this information is used to determine whether or not the filming activities indicated above will be approved or denied.

APPROVE  DISAPPROVE

**RECEIVED MAP**

Yes  No

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Address)

\_\_\_\_\_  
(Phone Number)

This is a (check one)  Residence  Business. \_\_\_\_\_ (Name of Business)

**COMMENTS:**

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 03/27/2018

HVAC Testing Services Contract

**Submitted For:** Randy Barker

**Submitted By:** Melissa Gurka, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the HVAC Service Contract between TNT System Solutions and Williamson County for HVAC Testing in the amount of \$9,225.00, and authorizing the execution of the agreement.

**Background**

The services provided include HVAC testing and balancing. This expenditure will be charged to P322 which was approved as a capital request for FY2018. Three (3) quotes were received by the Facilities Department for this service. Project Manager for this service is Bob Lubecker who can be contacted in case of questions.

**Fiscal Impact**

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

TNT signed contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Melissa Gurka  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:44 AM  
03/22/2018 12:09 PM  
Started On: 03/16/2018 12:32 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR INSTALLATION COMPONENT OF  
HVAC TESTING & BALANCING  
(WCCHD Office Renovations)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TNT System Solutions, Inc., PO Box 0327, Spicewood, Tx 78669, 512-845-4305**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

**No Assignment:** Service Provider may not assign this contract.

IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposal, dated February 15, 2018, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$9,225.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be

written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

- | <b>Type of Coverage</b>   | <b>Limits of Liability</b> |
|---|----------------------------|
| a. Worker's Compensation  | Statutory                  |
| b. Employer's Liability   |                            |
| Bodily Injury by Accident   | \$500,000 Ea. Accident     |
| Bodily Injury by Disease  | \$500,000 Ea. Employee     |
| Bodily Injury by Disease  | \$500,000 Policy Limit     |
| c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                            |

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service

Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work, dated February 15, 2018, which is incorporated herein as if copied in full.

**IX.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

**X.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XI.**

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

**XII.**

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

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

**XVI.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

**SERVICE PROVIDER:**


  
Authorized Signature

Exhibit "A"

(Fee Proposal, dated February 15, 2018, which is incorporated herein as if copied in full)

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 03/27/2018

Approval of ACI Agreement for OSSF OPAY System

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Williamson County and Official Payments Corporation to provide merchant card services to support the operation of the Williamson County On-Site Sewage Facilities Department and authorizing execution of the agreement.

**Background**

The agreement will provide OSSF with merchant card payment services that integrate into their current software system. OPAY is currently under contract for these services with Texas Association of Counties (TAC). The term of this agreement will be an initial 5 years with 1 year renewal options after the initial term. Fees will be collected at the time of transaction and funded by the same. Minnie Beteille in IT can be contacted in case of questions related to this service.

**Fiscal Impact**

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

Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:46 AM  
03/22/2018 12:09 PM  
Started On: 03/19/2018 08:59 AM

**OFFICIAL PAYMENTS CORPORATION APPLICATION SERVICES  
MASTER AGREEMENT NO. D-804**

This Master Agreement No. D-804 (“**Master Agreement**”) is entered into by and between the **OFFICIAL PAYMENTS CORPORATION (“OPAY”)** and **COUNTY OF WILLIAMSON (“Customer”)**.

WHEREAS, OPAY has agreed to provide, and Customer has agreed to accept, the Services (as defined herein) and as more fully described in the Schedules to this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1.0 AGREEMENT STRUCTURE**

**1.1 Each Schedule is a Separate Agreement.** Each fully-executed Schedule shall be deemed to incorporate by reference all of the terms and conditions of this Master Agreement and shall constitute a separate and binding contract between OPAY or its Affiliate that is the signatory to the Schedule and Customer or its Affiliate that is the signatory to the Schedule. Each of OPAY and Customer is responsible for any breach of this Master Agreement or any Schedule by its Affiliates.

**1.2 Affiliates.** An Affiliate of either Party may contract for Services by executing a Schedule. Each Affiliate executing a Schedule is agreeing to be bound by the terms and conditions of this Master Agreement. In such case, an OPAY Affiliate shall be deemed to be “OPAY” and a “Party” for purposes of this Master Agreement; and a Customer Affiliate shall be deemed to be “Customer” and a “Party” for purposes of this Master Agreement.

**1.3 Precedence.** In the event there are any conflicts or any inconsistencies between the terms and conditions of any Schedule and the terms and conditions of this Master Agreement, the terms and conditions of the Schedule shall govern.

**1.4 Construction.** The Parties each hereby expressly agree that the terms and conditions of this Master Agreement have been the subject of full, active and complete negotiations, and that such terms and conditions shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this Master Agreement.

**1.5 No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

**2.0 DEFINITIONS** Capitalized terms not otherwise defined within the body of this Master Agreement shall have the following meanings set forth in Section 2.0. Where the context of this Master Agreement so requires, the use of the singular includes the plural, and the use of the plural includes the singular.

**2.1 “OPAY Expenses”** means all reasonable and necessary expenses, which OPAY may incur in rendering the Services at locations other than the Data Centers, including, without limitation, travel time and out-of-pocket expenses relating to air fares, ground transportation, and lodging, plus communication costs which are incurred by OPAY in the fulfillment of this Master Agreement and

Schedules, all in accordance with the Williamson County Vendor Reimbursement Policy a copy of which is attached to this Master Agreement as Exhibit A.

**2.2 “Affiliate”** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, an entity “controls” another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

**2.3 “Application Services”** means the services (other than Professional Services) to be provided by OPAY to Customer, as described in the applicable Schedule and the Documentation.

**2.4 “Card Brand”** means any entity issuing a payment card to a cardholder, including without limitation, Visa, MasterCard, JCB, Discover and American Express.

**2.5 “Card Brand Rules”** means the bylaws, rules and regulations promulgated by the Card Brands governing the use of the Card Brand branded cards and networks, including Customer’s processing of payments using such cards through the Application Services.

**2.6 “Change Order Request Form”** means a written statement signed by each of the Parties setting forth the terms of a change order as set forth in Section 5.0.

**2.7 “Confidential Information”** has the meaning set forth in Section 9.1 of this Master Agreement.

**2.8 “Customer System”** means the computer systems, devices, telecommunications network, gateway and internet access equipment and services necessary for Customer to access the Application Services.

**2.9 “Data Center”** means the location where OPAY maintains its equipment and Software to provide the Application Services.

**2.10 “Deliverables”** means the deliverables set forth and described in the applicable Schedule.

**2.11 “Delivered” or “Delivery”** means the date upon which the Application Services are ready for testing by Customer.

**2.12 “Documentation”** means the technical and user manuals describing the Application Services that OPAY customarily delivers or makes available to its customers. Documentation does not include OPAY’s advertising and marketing materials.

**2.13 “Effective Date”** means with respect to this Master Agreement, the last date set forth in the signature block of this Master Agreement.

**2.14 “End User”** means a customer or a client of Customer who uses the Application Services.

**2.15 “End User Data”** means the electronic data, files and records of the third party clients or End Users, which are received, processed or stored by OPAY as part of the Application Services.

**2.16 “Intellectual Property Rights”** means, with respect to a Party, all right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights and other intellectual property of such Party.

**2.17 “Party”** means each signatory to this Master Agreement and any Schedule.

2.18 **"Production Use"** means any use of the Application Services resulting in actual data being processed in a live production environment.

2.19 **"Professional Services"** means those services identified and described as such in the applicable Schedule. For avoidance of doubt, Professional Services do not include the Application Services.

2.20 **"Schedule"** means a document executed by the Parties which sets forth the Services to be performed.

2.21 **"Services"** means, collectively, the Application Services and the Professional Services.

2.22 **"Software"** means the software owned or licensed by OPAY that is used to provide the Application Services. Software shall not be delivered to Customer, shall remain under the control of OPAY and all Customer rights under this Master Agreement shall be limited to the use of the Application Services described herein.

### 3.0 SERVICES

3.1 **Application Services.** OPAY agrees to perform the Application Services as more fully described in the applicable Schedule. Customer acknowledges and agrees that, except for the security measures described below which segregate and maintain End User Data independently from all other OPAY customer data, OPAY may provide the Application Services utilizing OPAY's multi-client computing environment. Customer shall use the Application Services only for its internal operations and for providing services to its End Users. Customer will not offer or utilize the Application Services for any third party, including, but not limited to, any downstream correspondents, except as permitted by this Master Agreement and except for third party service providers under a contractual relationship with Customer in connection with the servicing by Customer of its End Users.

3.2 **Documentation.** OPAY shall provide Customer with one copy of its then current Documentation, and when applicable, from time-to-time, provide Customer with updates to such Documentation; provided, however, that OPAY shall not modify the Documentation in a manner which would have a materially adverse effect on Application Services.

3.3 **Security.** OPAY shall at all times implement and maintain commercially reasonable security precautions in accordance with the Security Addendum attached hereto as [Exhibit B](#).

3.4 **Reports.** The type and frequency of reports to be generated and submitted by OPAY to Customer as part of the Application Services shall be set forth in the applicable Schedule.

3.5 **Acceptance.** Except as otherwise provided in the applicable Schedule, Customer shall have thirty (30) days from the date the Application Services have been Delivered in which to inspect and test the Application Services to ensure that the Application Services perform substantially in accordance with the specifications ("**Acceptance**") set forth in the applicable Documentation, the terms of this Master Agreement and applicable Schedule ("**Acceptance Criteria**"). In the event Customer does not, within said thirty (30) days acceptance period, notify OPAY that the Application Services fail to conform to the Acceptance Criteria, or if at any time Customer begins Production Use of the Application Services, then such Application Services shall be deemed accepted and Acceptance shall be deemed to have occurred at the expiration of said thirty

(30) day acceptance period or upon the commencement of Production Use, whichever occurs first. If Customer believes in good faith that the Application Services fail to substantially conform to such Acceptance Criteria, then Customer shall give OPAY written notice setting forth in reasonable detail the reasons why Customer believes the Application Services do not so conform. Once the non-conforming elements of the Application Services have been corrected, Customer shall then have fifteen (15) days to confirm that the re-submitted Application Services substantially conform to the Acceptance Criteria. If the Application Services do not substantially comply with the Acceptance Criteria after such resubmission, then Customer may extend the acceptance period in which case this Section 3.5 shall continue to apply. Notwithstanding anything to the contrary in this Section 3.5, if at any time Customer begins Production Use of the Application Services, then such Application Services shall be deemed accepted and Acceptance shall be deemed to have occurred on the commencement of such Production Use.

3.6 **Professional Services.** OPAY shall provide the Professional Services described in the applicable Schedule at the Professional Services fees and for the term and subject to such further terms and conditions as set forth in the applicable Schedule.

### 4.0 CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

4.1 **Customer Personnel.** Customer shall designate Customer personnel reasonably qualified by experience and expertise to interface with OPAY's personnel and to participate in and perform Customer's obligations under this Master Agreement and the applicable Schedule. Customer and its personnel shall cooperate with OPAY's reasonable requests for assistance and information in order to facilitate the performance of the Services in accordance with this Master Agreement and the applicable Schedule, including without limitation, granting OPAY access to the Customer System and system data reasonably necessary for OPAY's performance of the Services. If any Customer personnel who has been authorized by Customer to have access to OPAY login credentials used in conjunction with the Application Services becomes no longer authorized by Customer to have such access, then Customer shall be responsible for terminating the access rights of such Customer personnel.

4.2 **Customer Equipment.** Customer, at its cost and expense, shall be responsible to purchase or otherwise obtain the Customer System. Customer shall maintain the Customer System and network infrastructure as specified in the Documentation.

4.3 **Customer Records.** Customer shall maintain adequate records of End User Data and transactions that are transmitted by Customer to OPAY in order to facilitate the reconstruction of lost or damaged items or data transmitted.

4.4 **Additional Customer Obligations.** Customer shall be responsible for: (i) maintaining the confidentiality of any passwords and account information issued by Customer to its End Users required for access by such End Users to the Application Services; (ii) all acts that occur in connection with its End Users' accounts; (iii) assuring that its End Users receive adequate disclosures of the terms and conditions governing such End Users' use of the Application Services; (iv) obtaining the right to request, direct and permit OPAY to undertake all actions with

respect to each End User's bank or other financial accounts as may be required for OPAY to perform the Application Services; and (v) all transmissions initiated by such End Users.

**4.5 Limited Agency Appointment.** Customer appoints OPAY as its limited agent for the sole purpose of receiving payments on Customer's behalf from End Users. Customer agrees that: (1) a payment received by OPAY from an End User constitutes a payment made directly to Customer and fully satisfies the End User's obligation to Customer to the extent of the amount of the payment, and (2) Customer must fulfill its obligations to the End User as if Customer had received the payment directly from the End User. Pursuant to this Master Agreement, OPAY is responsible for remitting to Customer all payments received from End Users on Customer's behalf. Customer acknowledges and agrees that if OPAY does not remit funds received from End Users to Customer pursuant to this Master Agreement, Customer will have recourse only against OPAY and not against the End User.

**4.6** Customer represents and warrants to and for the benefit of OPAY that, during the term of this Master Agreement and any applicable Schedule, Customer will not make the Application Services available to any third party that has not executed the applicable Schedule.

## **5.0 CHANGE ORDER REQUEST FORMS**

In the event a Party wishes to change or modify the Services being provided under an existing Schedule, a request must be submitted in writing to the other Party. Upon agreement by the Parties on the modification or change, OPAY shall prepare a Change Order Request Form describing the requested changes or modifications to the applicable Schedule. Neither Party shall incur any obligations with respect thereto, until the Change Order Request Form has been approved by both Parties in writing. All mutually approved Change Order Request Forms shall be deemed and identified as an amendment to the applicable Schedule.

## **6.0 FEES**

**6.1 Payment of Fees.** Customer shall pay to OPAY the fees and OPAY Expenses, without deduction or set-off, as specified in the applicable Schedule. All payments shall be remitted in the currency set forth in the Schedule or, if no currency is specified therein, in United States dollars.

**6.2 Disputed Payments.** Notwithstanding Section 6.1, Customer shall be entitled to withhold payment to OPAY only for those amounts that are disputed in good faith, but in such case, shall promptly notify OPAY of the amount that Customer so disputes and the reason for disputing such amount. Customer shall, however, within thirty (30) days of the amount coming due, pay that portion (if any) of the amount that Customer does not dispute. Delay by Customer in paying any such disputed portion of an amount shall not be deemed to be a material breach of this Master Agreement or the applicable Schedule by Customer; and the Parties shall use all reasonable efforts to resolve such dispute (including escalating the resolution of such dispute to the executive management of each Party) within ninety (90) days following the date of the disputed amount. If a dispute about the amount remains unresolved after such ninety (90) day period, the Parties agree that either Party may submit the dispute to the American Arbitration Association ("**AAA**") for expedited

arbitration before a single arbitrator under the AAA Commercial Arbitration Rules and Expedited Procedure Rules. In the event that either Party submits the dispute to the AAA, OPAY will not withhold any Services due to be performed under this Master Agreement or any Schedule. The Parties will equally share all costs of the arbitration assessed by AAA. The arbitration will take place in Naples, Florida.

**6.3 Taxes.** Customer holds tax exempt status under Texas Law.

**6.4 Late Payment.** Any late payment of fees is subject to the Texas Prompt Payment Act. To the extent fees are applicable to Customer, payment shall be governed by Chapter 2251 of the Texas Government Code. Accordingly, any invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date Customer receives the goods or services 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. Any late payment of fees shall accrue interest at the rate of one percent (1%) per month.

## **7.0 LIMITED REPRESENTATIONS AND WARRANTIES**

**7.1 Authority.** Each Party hereby represents and warrants to the other Party as follows: (i) such Party is an entity duly formed, organized and existing in good standing in such Party's state of formation; (ii) such Party has full power and all requisite legal and entity authority to enter into this Master Agreement and the Schedules; and (iii) such Party's execution, delivery, and performance of this Master Agreement and the Schedules shall not constitute (1) a violation of any judgment, order, or decree; (2) a material default under any material contract by which such Party or any of its material assets are bound; or (3) an event that would, with notice or lapse of time, or both, constitute such a default.

**7.2 Applications Services Warranty.** OPAY represents and warrants to and for the sole benefit of Customer that, subject to Section 7.5, at all times during the term of the applicable Schedule, the Application Services shall be performed in all material respects with the specifications set forth in the Acceptance Criteria (each such failure an "**Application Services Error**"). OPAY specifically does not warrant that the Application Services will satisfy, or may be customized to satisfy, all of Customer's requirements or that the use of the Application Services will be uninterrupted or error free. The foregoing limited warranties of this Section 7.2 are conditioned upon Customer monitoring the results of the Application Services and providing notice of Application Services Errors to OPAY promptly after Customer becomes aware (or should have become aware) of such Application Services Error; and providing to OPAY that information in Customer's possession or control that may be reasonably necessary to assist OPAY in resolving the Application Services Error, including information to assist OPAY to recreate the Application Services Error.

**7.3 Professional Services Warranty.** OPAY represents and warrants to and for the sole benefit of Customer that, subject to Section 7.5, any Professional Services provided by OPAY shall be performed in a professional and workmanlike manner by personnel reasonably qualified by experience and education to perform such Professional Services and substantially in accordance with the

applicable Schedule. If OPAY fails to perform the Professional Services as warranted and Customer reports such failure to OPAY within ten (10) days after completion of such Professional Services, then OPAY shall, at its expense, re-perform the Professional Services. The foregoing is Customer's sole and exclusive remedy and OPAY's sole liability for breach of the limited warranty in this Section 7.3.

**7.4 Exclusions.** OPAY shall have no obligation under this Master Agreement or any Schedule to correct, and OPAY makes no warranty with respect to, Application Services Errors caused by or related to: (i) Customer's negligence, (ii) Customer's use of the Application Services in a manner inconsistent with the Documentation, this Master Agreement, or the applicable Schedule, (iii) malfunction, modification or relocation of Customer System, (iv) failures or errors by Customer's operators or End Users, (v) Customer's failure to comply with Sections 4.1 and 4.2 of this Master Agreement or (vi) failure of data supplied by Customer to conform to the applicable formats of OPAY. In the event any of the errors listed in the immediately preceding sentence occur, OPAY shall have the right to charge Customer for any Services performed at the request of Customer to correct such errors on a time and materials basis at its then-current rates and for any OPAY Expenses incurred in connection with such Services.

**7.5 Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 7.0, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, TO THE OTHER PARTY OR ANY THIRD PARTY WITH RESPECT TO THE SOFTWARE AND ANY SERVICES PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SCHEDULE. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

## **8.0 LIMITATION OF LIABILITY**

**8.1 No Consequential Damages.** IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE SERVICES OR SOFTWARE, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS MASTER AGREEMENT OR ANY SCHEDULE (INCLUDING, BUT NOT LIMITED TO, BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE THE LAW MAY REQUIRE SUCH LIABILITY) AND WHETHER OR NOT SUCH PARTY OR ITS RESPECTIVE AFFILIATES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

**8.2 LIMITATION OF LIABILITY.** EXCEPT FOR A BREACH OF SECTION 9.0, CONFIDENTIALITY, OR A CLAIM UNDER SECTION 11.0, INDEMNIFICATION, THE TOTAL CUMULATIVE LIABILITY OF OPAY AND ITS AFFILIATES FOR ALL DIRECT DAMAGES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS MASTER AGREEMENT, ANY SCHEDULE, EXHIBIT OR CHANGE ORDER REQUEST FORM, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CUSTOMER AND END USER TO OPAY UNDER THE APPLICABLE SCHEDULE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 8.2 SHALL APPLY EVEN IF AN EXCLUSIVE REMEDY OF CUSTOMER UNDER THIS MASTER AGREEMENT OR THE APPLICABLE SCHEDULE HAS FAILED OF ITS ESSENTIAL PURPOSE.

**8.3 Allocation of Risk.** Customer and OPAY expressly acknowledge and agree that the limitations and exclusions contained in Section 8.0 have been the subject of active and complete negotiations between the Parties and represent the Parties' agreement as to the allocation of risk between the Parties based upon the level of risk to OPAY and Customer associated with their respective obligations under this Master Agreement, the applicable Schedules, Exhibits and Change Order Request Forms. The fees payable to OPAY in connection with the applicable Schedules, Exhibits and Change Order Request Forms reflect this allocation of risk and the limitation and exclusion of damages set forth in Section 8.0. The Parties acknowledge that, but for the limitations and exclusions set forth in Section 8.0, the Parties would not have entered into this Master Agreement or any Schedule.

**8.4 Third Parties.** This Master Agreement and Schedules are made solely between OPAY and Customer and are not intended for the benefit of any third party or class of third parties, whether or not identified herein. In no event shall OPAY be liable to End Users or any third party under this Master Agreement, the Schedules or otherwise, regardless of the form of claim or action, whether in contract, tort or otherwise. Such liability to third parties hereby is expressly disclaimed and limited to the maximum extent permitted by applicable law for damages, whether direct, indirect, incidental, consequential, special or punitive, arising from the use of the Services.

## **9.0 CONFIDENTIALITY**

**9.1 Definition.** "Confidential Information" means all proprietary or confidential information of the Parties, their respective Affiliates, and End Users which is (i) designated in writing as such, (ii) by nature of the circumstances surrounding the disclosures in good faith ought to be treated as proprietary or confidential, (iii) information that is imparted orally to the other Party that, at the time of imparting, is orally designated as confidential, (iv) all Software, Documentation and Deliverables, and (v) all End User Data. The presence of a copyright notice on any Confidential Information shall not constitute publication or otherwise impair the confidential nature thereof. The Parties acknowledge and agree that this Master Agreement

and any Schedules, Exhibits and Change Order Request Forms are considered Confidential Information subject to the restrictions contained herein.

**9.2 Obligations.** Each Party receiving Confidential Information (the “**Receiving Party**”) shall use the Confidential Information disclosed by the other Party (the “**Disclosing Party**”) solely for the purposes of performing its obligations under this Master Agreement and Schedules and shall disclose such Confidential Information only as specifically authorized in Section 9.3. Each Party shall exercise at least the same degree of care to carry out its obligations under this Section 9.2 and to protect the confidentiality of the other Party’s Confidential Information which it exercises to protect the confidentiality of its own similar Confidential Information, but in no event less than reasonable care. Receiving Party shall not remove any confidentiality, copyright, or similar notices or legends from the Confidential Information of the Disclosing Party. Notwithstanding any provision to the contrary in Section 9.0, it is understood and agreed that OPAY’s obligations to prevent unauthorized access by third parties to End User Data are exclusively set forth in Section 3.3 of this Master Agreement and that any failure or alleged failure to meet any such obligations specifically shall not be deemed to be a breach of Section 9.0.

**9.3 Restrictions.** Notwithstanding Section 9.2, Receiving Party shall not disclose Confidential Information of Disclosing Party, except to its employees, consultants or any third party having a legitimate business purpose with respect to this Master Agreement and any Schedules, Exhibits or Change Order Request Forms and having a need to know such Confidential Information. Prior to permitting access to the Confidential Information, Receiving Party shall inform such employees, consultants or any third party of the confidential nature of the Confidential Information and shall execute written agreements with its consultants or other third parties in form and substance reasonably acceptable to the Disclosing Party sufficient to enable it to comply with all the provisions of Section 9.0. Such Receiving Party shall be responsible for any breach by its employees, consultants or third parties of the obligations of Receiving Party set forth in Section 9.0.

**9.4 Breach of Confidentiality.** If any employee, officer, director, consultant, or agent of Receiving Party violates or threatens to violate the provisions of Section 9.0, or if any third party obtains any Confidential Information through Receiving Party’s breach of its obligations under Section 9.0, then such Receiving Party shall take, at its own expense, all actions that may be required to remedy such violation, recover such Confidential Information and to prevent further dissemination or use of such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, to the extent available under applicable law. If Receiving Party fails to take such actions in a timely and adequate manner, then Disclosing Party or its designee may take such actions in its own name or Receiving Party’s name and at Receiving Party’s expense. Each Party acknowledges that the other Party’s Confidential Information contains valuable trade secrets and proprietary information of such Party, that any actual or threatened breach of Section 9.0 shall constitute immediate, irreparable harm to such Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

**9.5 Exclusions.** Notwithstanding anything to the contrary in Section 9.0, Confidential Information shall not include information which: (i) was already known to Receiving Party at the time of disclosure by Disclosing Party, and Receiving Party was under no obligation of confidentiality with respect to such information; (ii) is disclosed to Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of Receiving Party has become, generally available to the public; or (iv) is independently developed by Receiving Party without access to, or use of, Disclosing Party’s Confidential Information. In addition, Receiving Party shall be allowed to disclose Confidential Information of Disclosing Party to the extent that such disclosure is: (i) approved in writing by Disclosing Party; (ii) necessary for Receiving Party to enforce its rights under this Master Agreement, Schedules, Exhibits and Change Order Request Forms in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that, to the extent it is legally permitted to do so, Receiving Party notifies Disclosing Party of such required disclosure promptly and in writing and cooperates with Disclosing Party at Disclosing Party’s reasonable request and expense in any lawful action to contest or limit the scope of such required disclosure. Additionally, unless otherwise expressly agreed to the contrary in writing prior to its disclosure, Receiving Party shall be free to use any “**residuals**” resulting from access to Disclosing Party’s Confidential Information. The term “**residuals**” means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including any ideas, concepts, know-how, or techniques contained in Disclosing Party’s Confidential Information. Receiving Party shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of such residuals. However, the foregoing shall not be deemed to grant to Receiving Party a license under the Disclosing Party’s copyrights or patents.

## **10.0 INTELLECTUAL PROPERTY RIGHTS**

**10.1 Exclusive Property.** Each Party acknowledges that the Confidential Information of the other Party, as well as all related trademarks, logos, other names or markings identifying the Confidential Information, and other Intellectual Property Rights of the other Party, are and shall remain the exclusive property of the other Party, whether or not protected under applicable intellectual or property laws. Without limiting the generality of the preceding sentence, Customer shall not acquire any Intellectual Property Rights in or to any Software, Documentation, Deliverables, or work processes.

**10.2 Ownership.** OPAY or its licensors shall own all Intellectual Property Rights in any copy, translation, modification or adaptation of the Software, Documentation, Deliverables, or work processes, or development based thereon, which may be created by or for OPAY, or by or for Customer. If, by operation of law, Customer is deemed to possess any rights in such items, then Customer hereby assigns such Intellectual Property Rights to OPAY or its licensors. To the extent Customer’s rights are inalienable under applicable law, Customer hereby waives such rights and, if such waiver is deemed invalid, grants to OPAY, its licensors and their designees the exclusive, irrevocable,

perpetual, worldwide, royalty free right to use, market, modify and grant licenses to such items without identifying Customer or seeking Customer's consent. Each Party agrees not to take any action that interferes with said Intellectual Property Rights of the other Party or attempt to copyright or patent any portion of the other Party's property or register or attempt to register any trademark, service mark, trade name, or company name which is identical or confusingly similar to said marks, names, or markings.

## 11.0 [Intentionally Omitted]

## 12.0 INSPECTION AND AUDIT

**12.1 Regulatory Access and Audit.** OPAY shall provide access to the Application Services to Customer or applicable state or federal agencies with jurisdiction over Customer for purposes of an authorized audit, provided the representatives of the applicable state or federal agencies strictly observe OPAY's security procedures and strictly comply with OPAY's confidentiality requirements.

## 13.0 TERM AND TERMINATION

**13.1 Term.** This Master Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Schedule or until terminated in accordance with the provisions set forth in this Master Agreement. A Schedule shall be in effect from the effective date of such Schedule and shall continue for the term specified in such Schedule or until terminated in accordance with the provisions set forth in this Master Agreement.

**13.2 Termination for Convenience.** Customer shall have the right to terminate this Master Agreement or any Schedule for convenience provided that (i) Customer shall not be in material breach of the Master Agreement or any Schedule; and (ii) Customer shall have delivered at least ninety (90) days prior written notice of such termination to OPAY, with such notice to specify the effective date of termination. Customer shall not be entitled to receive any refund of any amounts pre-paid hereunder as a result of Customer's termination in accordance with this Section.

**13.3 Termination by Either Party.** Either Party may immediately terminate this Master Agreement or any Schedule by giving written notice to the other Party, if the other Party (i) materially breaches any obligations under this Master Agreement or such Schedule and fails to cure such breach within thirty (30) days after the non-breaching Party demands such cure, (ii) violates Section 14.7 of this Master Agreement, (iii) becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, (iv) resolves to wind up business, dissolve, or liquidate, or (v) otherwise ceases to conduct business in the normal course.

**13.4 Termination for Regulatory Compliance.** OPAY may terminate this Agreement or any applicable Schedule upon reasonable notice to Customer in the event OPAY determines, in its reasonable discretion, that (i) any law, statute, regulation, rule, order or operating procedure causes, or would potentially cause, any Application Services to fail to materially comply with such law, statute, regulation, rule, order or operating procedure, or (ii) a change in the rules of any financial network used or utilized by the Application Services materially affects OPAY's ability to provide the Application Services.

**13.5 Effect of Termination.** Upon termination of this Master Agreement, (i) Customer shall immediately cease using the Services under this Master Agreement and any and all Schedules; (ii) OPAY's obligation to provide Services under this Master Agreement and any and all Schedules shall terminate immediately; (iii) each Party shall irretrievably destroy all copies (except as may be contained in back-up files created in the ordinary course of business in accordance with a Party's security and/or disaster recovery procedures that are recycled in the ordinary course of business over a reasonable period of time, which copies shall remain subject to the terms of this Master Agreement as Confidential Information) of Documentation and the Confidential Information of the other Party on tangible media in such Party's possession or control or return such copies to the other Party, and (iv) each Party shall certify in writing to the other Party that it has returned or destroyed such Confidential Information.

**13.6 Survival.** The following Sections shall survive termination or expiration (where reference is to a Section, all subsections are deemed to be included): 2.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, and 14.0, and any other provisions which by their nature should survive such termination.

## 14.0 GENERAL PROVISIONS

**14.1 Publicity.** OPAY and its Affiliates may use Customer's name on its customer lists, and refer to Customer's name as a customer. In addition, Customer and OPAY may publicly announce the execution of this Master Agreement without disclosing its specific content. Any other use of Customer's name in a press release or other promotional material shall be subject to Customer's consent.

**14.2 Severability.** If a court of competent jurisdiction holds any provision, or part of any provision, of this Master Agreement or any Schedule to be illegal or invalid, the provision, or the affected part of such provision, shall be null and void and deemed automatically severed from this Master Agreement or such Schedule. Any such holding shall not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of this Master Agreement or such Schedule.

**14.3 Remedies.** Except as specifically provided, the Parties' rights and remedies under this Master Agreement and any Schedule are cumulative. If any legal action is brought to enforce this Master Agreement or any Schedule, the prevailing Party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses.

**14.4 Waivers and Modifications.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Master Agreement or any Schedule on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion. This Master Agreement and any Schedule may be amended only by a written document signed by duly authorized representatives of each Party.

**14.5 Force Majeure.** Any delay in or failure of performance by either Party under this Master Agreement or any Schedule, Exhibit or Change Order Request Form, other than a failure to pay amounts when due, shall not be considered a breach of this Master Agreement or such Schedule, Exhibit or Change Order Request Form and shall be excused to the extent caused by any occurrence beyond the reasonable control of such Party. Such acts shall include, but not be limited to, fortuitous events and

acts of God; wars, riots, terrorism and insurrections; laws, decrees, ordinances and governmental regulations; strikes and lockouts; transportation stoppages or slowdowns; and floods, fires and explosions. Notwithstanding the foregoing, if such act or condition beyond the reasonable control of such Party continues for a period of 180 days or more, the unaffected Party may, on notice to the Party affected, terminate this Master Agreement or the applicable Schedule, and neither Party shall have any further obligation to the other save for those provisions hereunder which, by their terms, survive the termination of this Master Agreement or such Schedule.

**14.6 Relationship of Parties.** Except for the limited agency relationship set forth in Section 4.5, the Parties are independent contractors. Nothing in this Master Agreement or in any Schedule shall be deemed to create an employment, partnership, fiduciary or joint venture relationship between the Parties.

**14.7 Assignment.** Customer may not assign, pledge or otherwise transfer (whether by operation of law, acquisition or sale of stock or assets, merger, consolidation, transfer of control or otherwise) this Master Agreement or any Schedule or any rights or obligations under this Master Agreement or any Schedule without the prior written consent of OPAY, such consent to be exercised in the sole discretion of OPAY. OPAY may assign, in whole or in part, any of its rights and interests (including its right to receive payment) and its obligations under this Master Agreement or any Schedule to an Affiliate, to any entity which acquires all or substantially all of the stock or assets of OPAY or to a third party, in each case without Customer's consent. Any attempt to assign this Master Agreement or any Schedule other than as permitted above shall be void.

**14.8 Use of Consultants.** Customer acknowledges that OPAY may use consultants, subcontractors, or employees or consultants of its Affiliates, to perform some of its obligations under this Master Agreement or any Schedule; provided, however, that OPAY shall remain ultimately responsible for their performance.

**14.9 Notices.** Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Master Agreement shall be in writing and in English to the address set forth below, provided by one or more of the following means and deemed to have been duly given: (i) if delivered personally, when received; (ii) if delivered by certified or registered mail (postage prepaid and return receipt requested), when received; (iii) if transmitted by facsimile (to those for whom a facsimile number is set forth below), on the date of receipt of the transmission confirmed by receipt of a transmittal confirmation; or (iv) if delivered by courier service, on the third business day following the date of deposit with such courier service. Either Party may change its address by giving notice as provided herein of the new address to the other Party.

To OPAY: Official Payments Corporation  
6060 Coventry Drive  
Elkhorn, Nebraska 68022  
Attention: Contracts Administration

To Customer: County of Williamson  
710 South Main Street, Suite 102  
Georgetown, Texas 78626  
Attention: Contracts Administration

For purposes of Section 3.3:

To OPAY: Official Payments Corporation  
3520 Kraft Road  
Suite 300  
Naples, Florida 34105  
Attention: SVP Information Security

To Customer: County of Williamson  
710 South Main Street, Suite 102  
Georgetown, Texas 78626  
Attention: Contracts Administration

**14.10 Successors and Assigns.** All provisions of this Master Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of OPAY and Customer.

**14.11 English Version Controls.** This Master Agreement and all Schedules shall be executed in their English-language version. In the event such documents are also executed in a local-language version, the English-language version shall apply in the event of any discrepancies.

**14.12 Commencement of Action.** Except for actions for nonpayment, no Party may commence an action under this Master Agreement or any Schedule more than one (1) year after the occurrence of an event of default, or in the event such default is not discoverable by the injured Party when it has occurred, more than one (1) year after such default could, and in the exercise of due diligence, would have been discovered.

**14.13 Entire Agreement.** This Master Agreement and Schedules constitute the entire agreement between the Parties regarding this matter, and they supersede all prior discussions or agreements related to the same. Any amendments shall only be effective upon signature by both Parties. Should Customer utilize a purchase order (or other form which includes additional terms and conditions), any additional terms and conditions in such document shall not bind OPAY, unless such additional terms and conditions have been expressly acknowledged in writing by OPAY in a Schedule or amendment as overriding the terms and conditions of this Master Agreement or any Schedule.

**14.14 Non-Solicitation.** During the term of this Master Agreement and for a period of one (1) year thereafter, Customer agrees not to hire or retain, either as an employee or as or through a consultant, any employee of OPAY without the prior written consent of OPAY. In the event Customer violates the terms of this Section 14.14, Customer shall pay to OPAY as liquidated damages for such breach an amount equal to two (2) times the individual's then current annual salary.

**14.15 Headings.** The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation thereof.

**14.16 Counterparts.** This Master Agreement and any Schedule may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Master Agreement or Schedule (in counterparts or otherwise) by fax, .pdf, .pic, .tif, .jpg or other legible image file shall be sufficient to bind the Parties to the terms and conditions of this Master Agreement or Schedule.

**14.17 Third Party Beneficiaries.** This Master Agreement and the Schedules are entered into solely between, and may be enforced only by, Customer and OPAY. This

Master Agreement and any Schedule shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including without limitation employees, vendors and clients of either Party, or to create any obligations of either Party to any such third parties.

**14.18 Further Assurances.** Each Party covenants and agrees that, subsequent to the execution and delivery of this Master Agreement and Schedules and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of such Master Agreement or Schedule.

**14.19 Compliance with Laws.** Each Party agrees to comply with all laws, regulations and Card Brand Rules applicable to such Party.

**14.20 Compliance with Export Controls.** Customer will not export, re-export, divert, transfer, or disclose, directly or indirectly, or allow the use of, any Application Services or Documentation, or any direct product thereof in violation of applicable United States export control requirements. Without limiting the generality of the immediately preceding sentence, Customer will not: (i) re-export the Application Services or Documentation to, or allow the use of the Application Services or Documentation by, an unauthorized or prohibited destination; (ii) transfer the Application Services or Documentation to, or allow the use of the Application Services or Documentation by, any person or firm listed on the United States government's lists of prohibited and restricted parties; or (iii) transfer, use or permit or authorize the use of the Application Services or Documentation in any unauthorized end-use (i.e. activities related to the proliferation of weapons of mass destruction). The obligations of this Section 14.20 will survive termination of this Master Agreement.

**14.21 Governing Law and Jurisdiction.** This Master Agreement and any Schedule shall be governed by and interpreted under the laws of the State of Texas without regard to any provisions of Texas law which would require the application of the substantive law of another jurisdiction. Any dispute, controversy or claim arising out of, or relating to, this Master Agreement or any Schedule, or the existence, validity, breach, or termination hereof, whether during or after its term, shall be submitted for resolution in the courts of Williamson County, Texas; and the Parties hereby irrevocably consent to the jurisdiction of such courts. Notwithstanding the foregoing, either Party may seek injunctive relief against the other Party from any other judicial or administrative authority pending the resolution of such controversy or claim. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS MASTER AGREEMENT OR OTHERWISE RELATED TO THIS MASTER AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS AND ASSIGNS.

**14.22 Mitigate Damages.** Each Party shall use all diligent efforts to mitigate its damages, losses and expenses under this Master Agreement and any Schedule.

## **15.0 NACHA RULES/OBLIGATION OF THE PARTIES**

**15.1 Obligations.** Unless otherwise defined in this Master Agreement, capitalized terms contained in Section

15.0 shall have the meanings provided in the National Automated Clearing House Association ("**NACHA**") Rules ("**NACHA Rules**"). In consideration of and as an express condition precedent to the furnishing of ACH services as part of the Services by OPAY to Customer, including preceding the origination of any Entry on behalf of Customer or its End Users, Customer hereby expressly acknowledges and agrees to all of the following:

(a) The Customer is required to and shall understand and comply with the NACHA Rules. Copies of the NACHA Rules may be obtained through NACHA.org.

(b) As more fully described below, Customer hereby authorizes OPAY and its ODFI to originate Entries on behalf of Customer and End Users to Receivers' accounts.

(c) Customer agrees that it shall initiate credit and debit Entries pursuant to the terms of this Master Agreement and the applicable Application Services Schedule and only in accordance with the Rules and the laws of the United States.

(d) Customer shall comply at all times with the laws of the states where Customer does business, the laws of the United States of America, including but not limited to promulgations of the Office of Foreign Asset Control ("**OFAC**"), and the Rules.

(e) OPAY and its ODFI shall have the right to audit Customer's compliance with this Master Agreement and the NACHA Rules.

(f) UCC Article 4A Disclosure. With respect to any non-consumer credit Entries processed hereunder, Customer expressly acknowledges and agrees: (i) the Entry may be transmitted through the ACH; (ii) credit given by the RDFI to the Receiver for the Entry is provisional until RDFI has received proof of final settlement through a Federal Reserve Bank or has otherwise received payment as set forth in 4A-403(a) of the UCC Article 4A; and (iii) the RDFI is entitled to receive a refund from the Receiver in the amount of the credit to the Receiver's account if the RDFI does not receive such payment for the Entry, and Customer will not be considered to have paid the amount of the credit Entry to the Receiver.

(g) OPAY may immediately terminate this Master Agreement or the applicable Schedule without advance notice if it reasonably believes that (i) Customer has failed to comply with any provision of the NACHA Rules, or any statutory or regulatory enactment; (ii) Customer's financial condition has substantially deteriorated; or (iii) continuation of this Master Agreement or the applicable Schedule will expose OPAY to undue risk of loss. Any termination of this Master Agreement or the applicable Schedule under Section 13.2 shall not affect either Party's obligations arising with respect to Entries settled prior to such Termination.

**15.2 Service or Transaction Delays.** In addition to failures or delays caused by a force majeure event as set forth in Section 14.5, OPAY shall be excused from failing to transmit or delay in transmitting any Entry if such transmittal would result in OPAY's violating any provision of any risk control program of OPAY (including but not limited to Customer's ACH Exposure limit), the NACHA Rules, or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority or of any state in which OPAY does business or such transmission is or was to take place. Customer expressly acknowledges and agrees that OPAY has the right to: (i) review and monitor Customer's ACH transactions hereunder; (ii) limit the

number or amount of Entries processed for Customer hereunder; and (iii) discontinue ACH processing based on OPAY's reasonable assessment of (1) the risk posed to OPAY from such processing; or (2) the termination of its relationship with its correspondent ACH transaction processing provider (Deutsch Bank Trust Company Americas or other correspondent ACH processor).

**15.3 Transfer Deadline.** Any inbound or outbound transfer initiated on any bank processing day (excludes Saturdays, Sundays or bank holidays) prior to OPAY's transfer deadline (5:00 p.m. EST) will be executed on that banking day. Inbound or outbound transfers initiated after OPAY's transfer deadline or on a day that is not a bank processing day will be executed on the next available bank processing day. Transfer deadlines (cut-off times) are subject to change based upon changing business needs, banking requirements and regulatory constraints.

**15.4 Debits to Accounts for Transfers.** The Customer hereby authorizes OPAY and its correspondent ACH transaction processing provider to debit and credit accounts designated by the End User for all inbound and/or outbound transfers submitted by the End User or the Customer. The Customer shall cause any End User agreements to require the End User maintain in each account good and sufficient funds to cover transfers in or out of such accounts. If sufficient good funds are not maintained in an account to fully cover the transfer, OPAY will have no obligation to perform the ACH Transfer for the End User out of the deficient account. Furthermore, the Customer shall remain responsible for any and all amounts should there be insufficient funds in its End User accounts, and OPAY will not be required to incur any costs or amounts due to insufficient funds or improper transactions involving any of the Customer's member accounts. Customer shall transmit Credit and/or Debit Entries to OPAY in the agreed upon medium and format and will use the highest level of security inherent in the system, including all password controls. In order to facilitate compliance with this Master Agreement and the NACHA Rules, Customer agrees to regularly monitor its return ratio for transmitted Entries. In those instances when a return is received for a remote ACH debit, the Customer authorizes OPAY and its correspondent ACH transaction processing provider to debit the Customer settlement account when the funds cannot be retrieved from the account of the Customer member.

**15.5 Additional Obligations.** Notwithstanding anything to the contrary, including any provision of this Master Agreement or any Schedule that would (i) be construed to place liability for the following with OPAY; or (ii) otherwise limit or restrict Customer's liability for any claims or damages, Customer acknowledges and agrees to all of the following:

(a) OPAY shall only be responsible for performing the Services expressly provided for in this Master Agreement or the applicable Schedule, and under no circumstances will OPAY be responsible or liable for any losses incurred by the Customer End Users that in any way relates to the ACH Entries or the Services hereunder (including without limitation any losses due to fraud of any third party). OPAY shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Customer End User, or any

Federal Reserve Financial Institution, ODFI, or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed OPAY's agent.)

(b) Customer agrees to and shall indemnify and hold harmless OPAY and its correspondent ACH transaction processing provider (Deutsch Bank Trust Company Americas or other correspondent ACH processor) from and against any loss, liability, cost or expense (including attorneys' fees and expenses) resulting from any or all of the following: (i) any claim of any person that OPAY is responsible for any act or omission of Customer or any other person described in this Master Agreement, including without limitation any act or omission of Deutsch Bank Trust Company Americas or other correspondent ACH processor with respect to Customer's Entries; and (ii) for any and all ACH transmissions or reversal requests (whether or not successful), and fees incurred as a result of OPAY's performance of the Services hereunder, including as a result of either (i) OPAY or its ACH processor's inability to process a scheduled preauthorized withdrawal due to incorrect, inaccurate or fraudulent information entered by (or at the direction of) the member or the Customer, or (ii) insufficient funds in the target accounts intended for ACH debits. (C) Customer agrees to bear all liability for fines imposed on OPAY by any entity or association, including NACHA's National System of Fines, which are assessed due to failure of Customer to comply with the terms of this Master Agreement or the applicable Schedule, the Rules, or any statutory or regulatory enactment. Customer agrees that OPAY may collect such fines from Customer free from any withholding or set-off.

**15.6 Third Party Service Providers.** In the event Customer is a Third Party Service Provider as defined in the NACHA Rules, Customer, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Master Agreement, for each and every Entry transmitted by Customer as a Third Party Service Provider to a Financial Institution (except for any Entry initiated by Customer as an Originator), Customer represents, warrants and agrees that Customer shall:

(a) perform all of the duties of a Third Party Service Provider under the NACHA Rules, including, but not limited to, the duty to identify Originators;

(b) assume all of the responsibilities of a Third Party Service Provider under the NACHA Rules, including, but not limited to, the responsibilities of ODFIs and Originators;

(c) make all of the warranties of a Third Party Service Provider under the NACHA Rules, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the NACHA Rules;

(d) make all of the representations of a Third Party Service Provider under the NACHA Rules;

(e) assume all of the liabilities of a Third Party Service Provider under the NACHA Rules, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator;

(f) enter into an agreement with each of their Originators that satisfies the requirements in Article II of the NACHA Rules; and

(g) be liable for settlement transactions related to Entries processed through Customer on behalf of its Originators.

In the event OPAY's execution of this Agreement pre-dates Customer's execution, Customer shall return to OPAY only a fully-executed identical copy hereof.

**\*This Agreement is null and void at the discretion of OPAY unless signed by Customer within 14 days of OPAY's execution.\***

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be signed by the duly authorized representatives of OPAY and Customer as specified below:

**OFFICIAL PAYMENTS CORPORATION**

("OPAY") DocuSigned by:

By:

  
\_\_\_\_\_  
20E6D5D20FF0492...  
(Signature)

David Baxter

(Printed Name)

SVP, Business De

(Title)

Date: 3/19/2018

**COUNTY OF WILLIAMSON**

("Customer")

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

**EXHIBIT A****WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY**

To the extent applicable OPAY agrees to follow the Williamson County Vendor Reimbursement Policy as set forth below.

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**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 B****OPAY SECURITY ADDENDUM****1.0 Security.**

- 1.1 **Standard.** OPAY shall at all times implement and maintain commercially reasonable security precautions, consistent with generally accepted data processing standards in the financial services industry, including without limitation, Payment Card Industry (“PCI”) and the standards of ISO 27001, HIPAA, NIST, FFIEC and Gramm-Leach-Bliley Act of 1999, all as applicable to OPAY’s performance under the Master Agreement. Notwithstanding anything to the contrary in this Exhibit, the Master Agreement or any Schedule, Customer acknowledges that OPAY is not responsible for the security of End User Data or any other information stored on Customer’s servers or any other third party’s servers.
- 1.1.1 **PCI-DSS Compliance.** In the performance of the Master Agreement during which OPAY will accept, store, use, process, transmit or have access to payment account, cardholder or transaction data belonging to Customer, OPAY shall (a) comply with the Payment Card Industry Data Security Standard (“PCI-DSS”), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the Payment Card Industry Security Standards Council, and (b) upon request by Customer and not more than once annually, provide Customer an Attestation of Compliance (AOC) letter, certifying OPAY’s compliance with PCI-DSS for purposes of the Master Agreement.
- 1.2 **Security Assessment.** Upon reasonable notice to OPAY and not more than once annually, OPAY will permit Customer and its representatives who have agreed to the confidentiality provisions set forth in Section 9.0 of the Master Agreement, during normal business hours of OPAY, to perform an audit of OPAY’s policies, standards and procedures to confirm OPAY’s compliance with the standard set forth in Section 1.1 above. It is understood that Customer shall have no right, license or privilege to conduct its own security or intrusion testing of the Application Services without the express written consent of OPAY.
- 1.3 **SSAE Audit.** OPAY will perform, at its expense, a SSAE 16 (Statement of Standards for Attestation Engagements No. 16) – Type 2 at least once per year covering the Application Services. Upon written request of Customer and subject to the confidentiality provisions of Section 9.0 of the Master Agreement, OPAY will provide Customer with a copy of the final report.
- 1.4 **Notification of a Security Incident.** For purposes of the Master Agreement a “**Security Incident**” shall be any event where (a) a person or device has gained unauthorized access to, or may imminently gain unauthorized access to, End User Data; or (b) any person or device has gained unauthorized access to the Data Center and such unauthorized access may, in OPAY’s reasonable judgment, materially affect End User Data. OPAY shall, within a reasonable period of time (considering the circumstances, but no later than twenty-four (24) hours) after becoming aware that (i) a Security Incident involving unauthorized access to End User Data has occurred; or (ii) OPAY has reason to believe any other Security Incident has occurred, notify Customer as provided in Section 14.9 (“Notice”) of the Master Agreement of such Security Incident, specifying the extent to which End User Data was compromised or disclosed. In the event Customer becomes aware of a Security Incident, Customer shall, within a reasonable period of time (considering the circumstances, but no later than twenty-four (24) hours) after becoming aware of such Security Incident notify OPAY as provided in Section 14.9 (“Notice”) of the Master Agreement of such Security Incident, specifying the extent to which End User Data was compromised or disclosed.
- 1.5 **Security Incident Response Obligations.** OPAY will perform a diligent investigation of all Security Incidents and will provide Customer with a report of its investigations and findings as soon as reasonably practicable. In addition, for such Security Incidents where any person or device has gained unauthorized access to End User Data, OPAY shall (a) perform a root cause analysis on any Security Incident, (b) provide Customer with a proposed remediation plan (“**Remediation Plan**”) to address the root cause of the Security Incident, (c) remediate such Security Incident in accordance with such Remediation Plan, (d) conduct an investigation to determine what systems, data and information have been affected by such event; (e) provide Customer with a detailed incident response report upon conclusion of the Security Incident, and (f) cooperate with Customer and, at Customer’s request, any law enforcement or regulatory officials and credit reporting companies investigating such Security Incident.
- 1.6 **Notification to Third parties of a Security Incident.** Customer will be responsible for determining if notification needs to be provided to third party customers of Customer affected or potentially affected by a Security Incident, or employees, service providers or the general public of such Security Incident and the implementation of the Remediation Plan, and whether notification needs to be provided to any governmental authority. The Parties shall reasonably cooperate regarding the actions, if any, which may be appropriate with respect to such notification.

## 2.0 Business Continuity.

OPAY shall maintain throughout the term of the Master Agreement and any Schedule, a disaster recovery plan ("**Disaster Recovery Plan**") applicable to the Application Services. OPAY's responsibilities for disaster recovery will be set forth in the Disaster Recovery Plan and the applicable Schedule and/or Statement of Work. OPAY shall provide notice to Customer of any change to the Disaster Recovery Plan that would have a material impact on Customer; provided, however, that OPAY agrees that no changes to the Disaster Recovery Plan shall materially diminish the protection such Disaster Recovery Plan affords Customer. Any disaster recovery or alternative data site shall be oriented with the same environment and system configurations as the primary data site.

**SCHEDULE 1  
TO  
APPLICATION SERVICES MASTER AGREEMENT NO. D-804  
Application Service Schedule**

This Schedule 1 ("**Schedule**") to Application Services Master Agreement No. D-804 ("**Master Agreement**") is entered into by **OFFICIAL PAYMENTS CORPORATION ("OPAY")** and **COUNTY OF WILLIAMSON ("Customer")** and together with OPAY, individually a "**Party**" and collectively the "**Parties**". This Schedule incorporates as if fully set forth herein all of the terms and conditions of the Master Agreement. In the event that there are any conflicts or inconsistencies between the terms and conditions of this Schedule and the Master Agreement, the terms and conditions of this Schedule shall control. This Schedule is effective as of the last date signed in the signature block below ("**Schedule Effective Date**").

**1. OVERVIEW**

**1.1. General** This Application Service Schedule stipulates certain specific terms and conditions by which OPAY will deliver to and on behalf of Customer as its authorized agent, and Customer will use, the Application Services as further described herein and compensate OPAY for such delivery and usage as set forth in Attachment 1 to this Schedule. Capitalized terms used but not defined herein have the meanings assigned elsewhere in the Master Agreement.

**2. ADDITIONAL TERMS AND CONDITIONS**

The additional terms and conditions in this Section 2 shall be applicable to the Application Services being provided under this Schedule.

**2.1. Definitions**

- (a) "**Absorbed Fee**" means the transaction fee, where applicable, charged to Customer by OPAY for an End User making payment by use of the Application Services.
- (b) "**Customer Designated Account**" means the credit/debit account(s) established and maintained by Customer at an ACH receiving depository institution reasonably acceptable to OPAY.
- (c) "**Customer Marks**" means Customer's logo, trademarks and other service marks.
- (d) "**Official Payment Marks**" means OPAY's logo, trademarks and other service marks.
- (e) "**Payment Transaction**" means an electronic payment transaction initiated by an End User and processed by OPAY and/or its Suppliers under the Agreement.
- (f) "**Service Fee**" means the transaction fee charged to an End User by OPAY for the convenience of End User making payments by use of the Application Services.
- (g) "**Suppliers**" means OPAY's authorized vendors including, but not limited to, Automated Clearing House (ACH) processor(s) and credit card processor(s).

**2.2. Term**

- (a) The initial term of this Schedule ("**Initial Term**", collectively with the Renewal Term(s), the "**Term**") shall commence on the Schedule Effective Date and continue for five (5) years from Acceptance of the Application Services. The Term will automatically renew for successive one (1) year renewal terms (each, a "**Renewal Term**"), unless either Party gives written notice to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.
- (b) In addition to the termination rights contained in Section 13.0 of the Master Agreement, either Party may terminate this Schedule by giving at least six (6) months prior written notice to the other party prior to the effectiveness thereof, provided however, that the terminating party may not be in material breach of the Master Agreement or any Schedule thereunder at such time of the request of the termination.

**2.3. [Intentionally Omitted]**

**2.4. Payment of Fees**

- (a) Payment Terms. For each Application Service provided, Customer and/or End User, as designated on Attachment 1, will pay OPAY fees for the Application Services without set-off or deduction in accordance with the fees and charges set forth on Attachment 1. Except as otherwise specifically set forth on the Attachment 1, fees owed by Customer will be calculated on a monthly basis and will be debited from the Customer

Designated Account monthly in arrears by OPAY or its Suppliers. During the Term of this Agreement, and for ninety (90) days thereafter, OPAY (or its Suppliers) are authorized by Customer to debit from the Customer Designated Account, any fees and other amounts owed by Customer under this Schedule, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Customer Designated Account, and any other fines or liabilities incurred by Customer. OPAY may obtain and review Customer's credit report solely related to the Application Services hereunder.

- (b) Customer Designated Account. Prior to any Payment Transaction, Customer will establish a Customer Designated Account and will provide OPAY with the electronic record specifications and permissions necessary for funds settlement. Customer will maintain such account during the Term of this Schedule and for at least ninety (90) days after expiration or termination for any reason. Customer agrees to maintain sufficient funds in the Customer Designated Account to satisfy all fees and other obligations of Customer. Customer authorizes OPAY, its assignee or its Suppliers to debit via ACH transfer, the Customer Designated Account for any such amounts Customer owes OPAY. If the amount in the Customer Designated Account does not contain sufficient funds to cover fees and obligations of Customer, Customer agrees to pay OPAY the amount it owes under this Schedule upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.
- (c) Adjustment of Fees. OPAY may adjust, modify, set, or re-establish fees payable for the Application Services hereunder on the annual anniversary of the Schedule Effective Date, subject to sixty (60) days prior notice to Customer, and OPAY may establish fees for the Renewal Term(s) for the Application Services in OPAY's sole discretion. The Parties acknowledge that the fees set forth in this Schedule assume and take into account, as of the Schedule Effective Date, certain third-party charges over which OPAY has no control, including the U.S. Postal Service, NACHA, credit card associations, debit card networks, and others that assist in OPAY's provision of the Services ("Third Party Costs"). Should any of such Third Party Costs increase during the Term, OPAY shall be entitled to adjust the fees payable by Customer hereunder by passing through and assessing to Customer such additional Third Party Costs.

## 2.5. Sunset of Application Services

OPAY may, in its sole discretion, phase out or sunset any of the Application Services hereunder and/or migrate or transition Customer to updated or upgraded Application Services (or any subsequent version or release thereof) if and when such Application Services become available for commercial use; provided that such migration or transition does not materially impair or prevent OPAY's delivery of the Application Services hereunder. As used in this Section 2.4: (i) updates to Application Services include bug fixes, hot fixes or new versions of the Application Services that enhance and improve then-current functionality of the Application Services; and (ii) upgrades to Application Services introduce new functionality to the Application Services. OPAY shall provide Customer with one hundred eighty (180) days written notice prior to the phase out or sunset of any Application Services hereunder.

## 2.6. Additional Customer Obligations

- (a) Customer agrees to fully adhere to the rules, regulations and operating procedures of a credit card association with respect to the Application Services, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to the Application Services, Customer will enter into any applicable merchant credit card agreements.
- (b) Customer shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to OPAY if requested by a regulator, law enforcement officials, or judicial process.
- (c) Customer and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Customer shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.
- (d) Other than as provided in Attachment 1, Customer will not impose any surcharge or penalty on any of the Application Services.
- (e) If requested by OPAY, Customer will execute, and deliver to OPAY, ACH authorization agreement(s), in the format provided by OPAY, to authorize electronic credits/debits to/from the Customer Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Schedule.

## 2.7. Suppliers

- (a) Customer acknowledges and agrees that certain portions of the Application Services which enable Payment Transactions may be provided by OPAY Suppliers, including, but not limited to, processing and formatting of

Payment Transactions and the debiting and crediting of the Customer Designated Account in accordance with the terms of this Application Service Schedule and the Master Agreement. Should a Supplier terminate or suspend providing any services that are material to OPAY delivering the Application Services to Customer, then OPAY shall have the right to terminate this Schedule and Master Agreement immediately.

- (b) Certain Suppliers may require Customer to contract directly with said Supplier in order to facilitate OPAY providing the Application Services. Should Customer fail to maintain their contract with the Supplier, for any reason or no reason, then OPAY shall have the right to terminate the Application Services immediately.

## 2.8. Customer Marketing

- (a) In addition to any Customer publicity obligations contained in the Master Agreement, and subject to Section 9 of the Master Agreement, Confidentiality, Customer shall undertake reasonable efforts to market and promote the Application Services. Such marketing and promotion of the Application Services by Customer will include publishing the relevant URL for the OPAY website and relevant telephone number (as applicable) on all relevant marketing materials. Customer will obtain OPAY's prior consent for the use of any promotional or marketing materials that reference the Application Services or OPAY, except as to the pre-approved marketing materials provided by OPAY. Customer agrees to incorporate all reasonable changes requested by OPAY into any of the marketing materials it utilizes to ensure (i) the correct usage of the OPAY trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.
- (b) In order that Customer may promote the Application Services and OPAY's role in providing the Application Services during the Term, OPAY grants to Customer a revocable, non-exclusive, non-transferable, royalty-free license to use OPAY trademarks and logos ("**Official Payments Marks**") for such purpose only, in a form as approved by OPAY. Customer does not, and will not, have any other right, title, license or interest, express or implied, in and to OPAY intellectual property rights (including, without limitation, interactive voice response or the OPAY website scripts). Customer's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Schedule or Master Agreement, (b) immediately, in the event of any breach of this Section by Customer, or (c) immediately, upon notice by OPAY to the Customer. Customer agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by OPAY. All use of the Official Payments Marks will inure to the sole benefit of OPAY. In connection with the provision of the Application Services, Customer grants to OPAY a revocable, non-exclusive, non-transferable, royalty-free license to use Customer Marks. OPAY's license will terminate upon the termination or expiration of this Agreement.

## 3. APPLICATION SERVICES. The Application Services are based upon OPAY's Electronic Bill Payment and Presentment Solution.

- (a) Electronic Check Services: OPAY accepts electronic payments from personal and business checking and savings accounts.
- (b) Credit Card Services: OPAY accepts electronic payments from End Users using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- (c) Debit Card Services: OPAY accepts electronic payments from End Users using a debit card, which may include VISA® and MasterCard®.
- (d) Point-of-Sale ("POS"): OPAY offers over-the-counter payment capability through its virtual terminal application which can turn any internet-enabled Customer computer into a POS payment processing station. It provides Customer staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Customer personnel act as an agent of Customer in making the payment and not as agent of OPAY in processing the payment. Customer personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

## 4. EFFECTS.

This Schedule may be executed and transmitted by facsimile or other reliable electronic transmission in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. In the event OPAY's execution of this Schedule pre-dates Customer's execution, Customer shall return to OPAY only a fully-executed identical copy hereof.

**[Signatures on following page.]**

**\*This Schedule is null and void at the discretion of OPAY unless signed by Customer within 14 days of OPAY's execution.\***

IN WITNESS WHEREOF, the Parties have caused to be executed by their duly authorized representatives, this Schedule as of the Schedule Effective Date.

**OFFICIAL PAYMENTS CORPORATION**

("OPAY") DocuSigned by:

By:

  
\_\_\_\_\_  
20E6D5D20FF0492...  
(Signature)

David Baxter

\_\_\_\_\_  
(Printed Name)

SVP, Business De

\_\_\_\_\_  
(Title)

Date: 3/19/2018  
\_\_\_\_\_

**COUNTY OF WILLIAMSON**

("Customer")

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

**Attachment 1  
To Schedule 1 Service Schedule**

- 1. Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
- 1.1 Monthly Minimums.** Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Application Services or one hundred eighty (180) days after Schedule Effective Date, whichever is sooner.

**A. Minimum Fees**

\$100.00/monthly

**B. Electronic Check (“eCheck”) Fees**

**Advantage Verification with eCheck**--Account verification applies to all electronic check transactions and is not discretionary as to individual transactions. This service verifies that as of the opening of the business day, the account number identified in the Payment Transaction was a valid account number and had a “positive balance” in the account. This service does not detect whether that balance was sufficient to cover the pending Payment Transaction or whether funds were subsequently withdrawn.

**Service Fees to be charged to End User by OPAY:**

\$1.95 per Payment Transaction for the following payment types:

OSSF; Environmental Health

**Service Fees to be charged to Customer by OPAY:**

**Return Fee:**

\$5.95 as insufficient and uncollected funds Return Fee for each Returned Transaction. Electronic payments that initially result in insufficient or uncollected funds will be automatically resubmitted, as applicable and as permitted under governing industry regulations. Following resubmission, any items that remain uncollected will be assessed a Return Fee as indicated.

**C. Credit/Debit Card Fee Schedule**

**Service Fees to be charged to End User:**

2.50% of the payment amount, with a minimum Service Fee of \$1.00 per Payment Transaction, when debit cards are used for the following Payment Types:

OSSF; Environmental Health

**D. Point-of-Sale (POS)**

**Service Fees:** Same as Credit/Debit Card Fee Schedule above.

**Commissioners Court - Regular Session**

29.

**Meeting Date:** 03/27/2018

Lobbyguard Software and Equipment Agreement

**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 agreement between LobbyGuard Solutions and Williamson County for visitor management software and equipment in the amount of \$6,820 for the County Attorney's office.

**Background**

This software was chosen for its ability to integrate with current technology and extend a better customer experience to visitors. Quotes were requested from companies that met our technical specifications. LobbyGuard Solutions was the only company to meet our technical and contractual obligations given for counties in Texas. This expenditure will be charged to 0100.0475.003006.

**Fiscal Impact**

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

[Lobbyguard Quote](#)

[Terms and Conditions](#)

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/22/2018 11:13 AM
County Judge Exec Asst.	Wendy Coco	03/22/2018 11:26 AM
Form Started By: Erica Smith		Started On: 03/21/2018 10:03 AM
Final Approval Date: 03/22/2018		

Quote #: Q-12888-2  
 Date: 3/2/2018 10:15 AM  
 Expires On: 6/29/2018

To:  
 Richard Semple  
 Williamson County, TX  
 904 S Main St.  
 Georgetown, TX 78626  
 (512) 943-1489  
 rsemple@wilco.org

From:  
 Eric Chaplin  
 LobbyGuard Solutions, LLC  
 4700 Six Forks Road, Suite 300  
 Raleigh, NC 27615  
 eric.chaplin@lobbyguard.com  
 (919) 785-3301 x

QTY	ITEM NAME	DESCRIPTION	UNIT PRICE	SUB TOTAL	DISCOUNT	TOTAL
2.00	LobbyGuard Optio White	LobbyGuard Optio Kiosk provides the flexibility of wi-fi and battery power with the full functionality of the LobbyGuard software platform. Tablet housing in White with sphere base.	\$4,000.00	\$8,000.00	\$2,000.00	\$6,000.00
2.00	LobbyGuard Single Spool Printer	Prints self-adhesive visitor badges.	Included	\$0.00	\$0.00	\$0.00
2.00	Shipping Kiosk	All LobbyGuard products are shipped Ground and are insured for damage and loss.	\$100.00	\$200.00	\$0.00	\$200.00
1.00	Annual Software Support and Update Subscription	LobbyGuard Visitor Management Software Site License Renewal Yearly Subscription: This fee covers up to 5 LobbyGuard products per physical street address. Unlimited LobbyGuard Data Hosting. Access to LobbyGuard Technical Support. Access to the LobbyGuard Background Checking Services. New Product Features and Releases.	\$500.00	\$500.00	\$0.00	\$500.00
1.00	10 Rolls of Badges	LobbyGuard Printer Labels - 10 rolls per box / 250 badges per roll.	\$120.00	\$120.00	\$0.00	\$120.00
<b>SUBTOTAL:</b>						\$8,820.00
<b>DISCOUNT:</b>						\$2,000.00
<b>TOTAL:</b>						\$6,820.00

**Terms and Conditions**  
 Invoice terms are Net 30 Days unless otherwise noted  
 Applicable state, city and local sales tax will be charged on invoice

Signature: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Title: \_\_\_\_\_

Please sign and email to Eric Chaplin at eric.chaplin@lobbyguard.com

*Wireless*  
A <sup>^</sup> Revolution in Visitor Management

# LobbyGuard Optio



The LobbyGuard Optio Visitor Management Kiosk contains everything you need to track visitors entering and leaving your building in an attractive design that can be installed anywhere in minutes.

The Optio provides the flexibility of WiFi and battery power plus a broad range of product colors and mounting options to blend into any school, lobby or front office environment.

Increase building security and reduce workload on front desk personnel with the self-service convenience of the LobbyGuard Optio.

## Wireless Visitor Badges

Includes visitor badge printer that can be attached directly to the LobbyGuard Optio Kiosk, or attach the printer to a front desk PC and provide security personnel an opportunity to review the printed badge.



## High-Res Camera

Photograph your visitors for an accurate record of the visitor's appearance the day of the visit.



## Driver License Scanning is Built-In

LobbyGuard Optio scans any state driver license with 100% accuracy in less than one second with the included bar code scanner.



## Customize your Optio to blend in with your office setting.



Choose from a selection of 7 different colors to match your organization logo or school colors, or to simply stand out so visitors take notice.

Need to save desk space? Floor and wall mounting options are also available for the LobbyGuard Optio.

## LobbyGuard Installed.

The LobbyGuard Optio is pre-installed with the LobbyGuard Visitor Management System, the most powerful and flexible visitor tracking software on the market today. LobbyGuard brings a wide range of security and front-office automation features to your lobby environment, including instant visitor background checks, 24/7/365 access to your visitor records from anywhere on the web via the LobbyGuard FrontDesk web site, the ability to design your own visitor sign-in workflows and much, much more.

## Hardware Specifications

Camera: 8 MP High-Definition

Dimensions: 11"H x 13"W x 10.5"D

Weight: 9 lbs.

OS: Windows 8.1 64-bit Professional

Warranty: 1 year depot warranty on all parts and labor.  
Optional 3-year overnight replacement warranty available.

Data Storage: Unlimited data storage provided with LobbyGuard Cloud Services powered by Microsoft Azure

Screen: 10.4" resistive touchscreen

Printer: Prints self-adhesive visitor badges on 4.5" w x 2.75" h stock via WiFi

Scanner: Barcode scanner reads 1D and 2D (PDF417) bar codes found on the reverse of all US state driver licenses.



**Contact us today** for a no-obligation demonstration of the LobbyGuard Optio and the LobbyGuard Visitor Management System:

[www.lobbyguard.com](http://www.lobbyguard.com)

(866) 905-6229

[sales@lobbyguard.com](mailto:sales@lobbyguard.com)



@LobbyGuard



[www.facebook.com/lobbyguard](http://www.facebook.com/lobbyguard)

## LOBBYGUARD PURCHASE AGREEMENT TERMS AND CONDITIONS

1. **Purchase.** Customer agrees to purchase from LobbyGuard and LobbyGuard agrees to sell to Customer the LobbyGuard System and the modules described on the Order Form (collectively, the “System”), subject and pursuant to the terms and conditions of this Agreement. Customer may purchase additional modules for use in connection with the System by paying LobbyGuard’s then-current price for such modules. All such purchases shall be subject to the terms and conditions of this Agreement.
2. **Purchase Price and Payment.** Customer shall pay the purchase price for the System specified on the Order Form. In addition to the purchase price, Customer shall pay all transportation charges (note: Customer is a tax-exempt entity and does not pay taxes for items falling under a “governmental use”).
3. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
4. **Delivery.** Delivery shall be made **F.O.B. Destination**. Customer shall reimburse LobbyGuard for all shipping and insurance charges. Title to the System shall pass to Customer upon payment in full to LobbyGuard for the System. All risk of loss shall pass to Customer at the point of delivery to the Customer.
5. **Support.** For a period of thirty days after the delivery of the System to Customer, LobbyGuard shall provide its then-current basic support and maintenance services to Customer free of charge. Thereafter, Customer may purchase support and maintenance services from LobbyGuard pursuant to a separate support and maintenance agreement. Customer acknowledges and agrees that in order for LobbyGuard to provide support and maintenance services, Customer must maintain a full-time broadband connection to the Internet.
6. **License.** The System includes software and accompanying documentation (“Licensed Materials”). “Licensed Materials” includes any updates and enhancements that may be provided to Customer by LobbyGuard. LobbyGuard grants to Customer a nonexclusive license to use the Licensed Materials in connection with Customer’s use of the hardware portion of the System. Customer shall not modify, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, or distribute the Licensed Materials or the accompanying documentation. Customer may transfer the Licensed Materials to another end user on a permanent basis solely in connection with and as part of the transfer of the System hardware, provided that the end user receives a copy of these Terms and Conditions, and agrees to be bound by its terms and conditions. In no event shall the Licensed Materials be transferred to a third party separate from the hardware portion of the System.

7. Compliance with Laws. Customer acknowledges that certain federal, state, and local laws, statutes, rules and regulations may be applicable to its use of the System and its use by Customer, and that LobbyGuard has no responsibility for informing Customer of any such laws, statutes rules or regulations. Customer shall comply with all such laws, statutes, rules and regulations. To the extent authorized under Texas law, customer will indemnify and hold harmless LobbyGuard and its resellers from any and all claims, costs and expenses arising out of or related to such claims.

8. Warranties. LobbyGuard warrants that for a period of 12 months after the delivery of the System to Customer (the "Warranty Period"), the software and hardware included in the Licensed Materials shall, in all material respects, operate in conformance with the System's documentation provided to Customer. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Customer may return the System within the Warranty Period and shall receive commercially acceptable warranty repair to the system. Customer is responsible for packaging and return shipping charges to LobbyGuard. LobbyGuard agrees to pay for shipment of repaired system back to customer. The LobbyGuard Kiosk PC is warranted for a period of 3 years from date of delivery to customer. This warranty covers only the internal PC and provides overnight replacement of PC with shipping charges and packaging charges paid by LobbyGuard. All warranty claims must be submitted to and approved by LobbyGuard technical support staff.

9. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. LobbyGuard DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE SYSTEM IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE SYSTEM, OR OTHERWISE.

10. LIMITATION OF LIABILITY. LOBBYGUARD SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, OR COMPUTER FAILURE, FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SYSTEM, PERFORMANCE OR FAILURE OF THE SYSTEM, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF LOBBYGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. LOBBYGUARD'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SYSTEM.

11. Background Checks. If Customer's System or any add-on modules include the ability to perform "background checks" on individuals, the following provisions shall apply. Background checks performed using the System are based on information gathered from publicly available databases. Such information has not been screened for accuracy, completeness or timeliness, and should not be relied upon as a substitute for personal investigation. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background

checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and false-negative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the System's background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and LobbyGuard shall not be liable for any damages that result from such use.

12. Termination. LobbyGuard shall have the right to terminate this Agreement upon five (5) days' written notice in the event that Customer violates any material provision of this Agreement and such violation, if curable, is not cured within such five (5) day period. Within five (5) days after termination of this Agreement, Customer shall return the System to LobbyGuard. Sections 2, 5, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

13. Termination for Convenience. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

16. General.

(a) Governing Law and Venue. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

(b) Independent Contractors. Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder.

(c) Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

(d) Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the Order Form or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.

(e) Force Majeure. If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference.

(f) Assignment. No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of LobbyGuard. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns.

(g) Amendments. Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.

(i) No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_, 2017.

WILLIAMSON COUNTY:

LOBBYGUARD:

\_\_\_\_\_  
Authorized Signature

*Brian Allen*  
\_\_\_\_\_  
Authorized Signature

**LobbyGuard Solutions LLC**

866-905-6229

**LOBBYGUARD®**  
Sign In. Sign Out. Secure.

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 03/27/2018

Awarding IFB 1802-214 Fog Seal Fall 2017

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB # 1802-214 Cul-De-Sac Fog Seal Fall 2017 to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

**Background**

Purchasing solicited bids for vendors to provide fog seal services for the Cul-de-sac Fog Seal Fall 2017 project per request from the Road and Bridge Department. Although distributed to a number of companies, we received only 1 bid from Alpha Paving. The bid was reviewed by Road & Bridge and Alpha Paving has been recommended for award of the contract in the amount of \$245,486.50. Funding source is 01.0200.0210.003599. Road and Bridge Point of Contact is Kon Kwan who can be contacted in case of questions.

**Fiscal Impact**

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

Recommendation

Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:50 AM  
03/22/2018 12:09 PM  
Started On: 03/21/2018 01:27 PM



March 16, 2018

Mr. Randy Barker  
Director/Purchasing Agent  
901 S. Austin Ave.  
Georgetown, Texas 78626

Subject: Recommendation for IFB 1802-214 – Cul-De-Sac Fog Seal Fall 2017

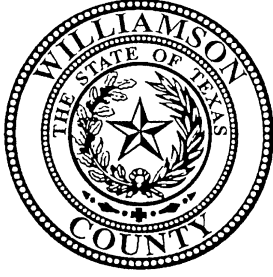
After reviewing all of the pertinent information, I have determined that Alpha Paving Industries LLC's bid was the overall best value for the IFB 1802-214 – Cul-De-Sac Fog Seal Fall 2017. Based on past favorable experience with the bidder, I recommend to the Williamson County Commissioner's Court that they award Alpha Paving Industries LLC as the successful bidder for this project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'J. Terron Evertson'. The signature is fluid and cursive, with a large initial 'J' and 'E'.

J. Terron Evertson, P.E.  
County Engineer  
Williamson County



## Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Alpha Paving Industries LLC (“Contractor”) is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”):

**As described in the IFB Solicitation # 1802-214, Cul-De-Sac Fog Seal Fall 2017; including the specifications set forth therein, which is incorporated herein as if copied in full.**

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Forty Five Thousand Four Hundred Eighty Six Dollars and Fifty Six Cents (\$245,486.50) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

**As described in the IFB Solicitation # 1802-214, including the specifications set forth therein, which is incorporated herein as if copied in full.**

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day (\$200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## **ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

**ARTICLE 8 INSURANCE AND INDEMNITY**

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:	\$1,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
  - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
  - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
  - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.**

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

Title: \_\_\_\_\_

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

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

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

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

Title: \_\_\_\_\_

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

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 03/27/2018

Awarding IFB 1802-213 Fog Seal FY18

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB # 1802-213 Cul-De-Sac Fog Seal FY 2018 to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

**Background**

Purchasing solicited bids for vendors to provide fog seal services for the Cul-de-sac Fog Seal FY18 Project per request from Road and Bridge. Although distributed to a number of companies, we received only 1 bid from Alpha Paving. The bid was reviewed by Road & Bridge and Alpha Paving has been recommended for award of the contract in the amount of \$297,446.00. Funding source is 01.0200.0210.003599. The Road and Bridge contact for this project is Kon Kwan who can be contacted in case of questions.

**Fiscal Impact**

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

Agreement

Recommendation

**Form Review**

**Inbox**

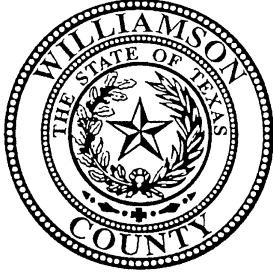
Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:52 AM  
03/22/2018 12:09 PM  
Started On: 03/21/2018 01:32 PM



## Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Alpha Paving Industries LLC (“Contractor”) is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”):

**As described in the IFB Solicitation # 1802-213, Cul-De-Sac Fog Seal FY 2018; including the specifications set forth therein, which is incorporated herein as if copied in full.**

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Ninety Seven Four Hundred Forty Six Dollars and Zero Cents (\$297,446.00) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

**As described in the IFB Solicitation # 1802-213, including the specifications set forth therein, which is incorporated herein as if copied in full.**

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day (\$200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## **ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

**ARTICLE 8 INSURANCE AND INDEMNITY**

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:	\$1,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

Title: \_\_\_\_\_

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

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

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

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

Title: \_\_\_\_\_

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

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_



March 16, 2018

Mr. Randy Barker  
Director/Purchasing Agent  
901 S. Austin Ave.  
Georgetown, Texas 78626

Subject: Recommendation for IFB 1802-213 – Cul-De-Sac Fog Seal FY 2018

After reviewing all of the pertinent information, I have determined that Alpha Paving Industries LLC's bid was the overall best value for the IFB 1802-213 – Cul-De-Sac Fog Seal FY 2018. Based on past favorable experience with the bidder, I recommend to the Williamson County Commissioner's Court that they award Alpha Paving Industries LLC as the successful bidder for this project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.  
County Engineer  
Williamson County

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 03/27/2018

Awarding IFB 1802-216 Cast-in-Place Concrete

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB # 1802-216 Cast-in-Place Concrete Materials and Labor to the lowest responsive bidder RHB Construction.

**Background**

Purchasing solicited bids for Cast-in-Place Concrete materials and labor per request from Road and Bridge. Although distributed to a number of companies, we received only one response from RHB Construction. Road & Bridge evaluated the bid and is recommending award to RHB Construction. Funding source is 01.0200.0210.003599. The Road and Bridge contact for this project is Matt Williamson who can be contacted for questions.

**Fiscal Impact**

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

Recommendation

Bid Tab

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Randy Barker	03/22/2018 11:55 AM
County Judge Exec Asst.	Wendy Coco	03/22/2018 12:09 PM
Form Started By: Thomas Skiles		Started On: 03/22/2018 07:43 AM
Final Approval Date: 03/22/2018		



March 20, 2018

Mr. Randy Barker  
Director/Purchasing Agent  
901 S. Austin Ave.  
Georgetown, Texas 78626

Subject: Bid number: 1802-216 – Cast-in-Place Concrete

After reviewing all the pertinent information, it appears that RHB Construction submitted the overall lowest and best offer for the items in IFB 1802-126, General Roadway Cast in Place Concrete.

I recommend to the Williamson County Commissioner's Court that they award RHB Construction as vendor for General Roadway Cast in Place Concrete.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, PE  
County Engineer  
Williamson County  
3151 S.E. Inner Loop, Suite B  
Georgetown, Texas 78626

RHB

Item: **please attach all documents to this line item**

Attachments

Wilco Concrete 1802-216 001.jpg

Wilco Concrete 1802-216 002.jpg

Wilco Concrete 1802-216 003.jpg

Wilco Concrete 1802-216 004.jpg

Wilco Concrete 1802-216 005.jpg

GENERAL ROADWAY CAST IN PLACE CONCRETE BID TABULATION						
		COMPANY:				
BID ITEM	ITEM	NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE (LABOR ONLY)
1	104	6021	REMOVING CONC (CURB)	100	LF	3
2	104	6022	REMOVING CONC (CURB AND GUTTER)	50	LF	10
3	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	50	SY	20
4	423	6005	RETAINING WALL (SPREAD FOOTING)	100	SF	60
5	432	6002	RIPRAP (CONC)(5 IN)	120	CY	510
6	465	2174	INLET (COMPL)(DROP)(TY I)	2	EA	1000
7	465	2168	INLET (COMPL)(DROP)(TY II)	2	EA	1000
8	466	2001	WINGWALL (SW-0)	100	SF	58
9	466	2002	WINGWALL (FW-0)	100	SF	58
10	466	2003	WINGWALL (FW-S)	50	SF	58
11	466	2004	WINGWALL (PW)	100	SF	58
12	466	6094	HEADWALL (CH-PW-0)(DIA= 15 IN)	2	EA	1000
13	466	6095	HEADWALL (CH-PW-0)(DIA= 18 IN)	2	EA	5000
14	466	6097	HEADWALL (CH-PW-0)(DIA= 24 IN)	2	EA	5500

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15	466	6099	HEADWALL (CH-PW-0)(DIA= 30 IN)	2	EA	5500	10
16	466	6101	HEADWALL (CH-PW-0)(DIA= 36 IN)	2	EA	6000	10
17	466	6102	HEADWALL (CH-PW-0)(DIA= 42 IN)	2	EA	5500	10
18	466	6103	HEADWALL (CH-PW-0)(DIA= 48 IN)	2	EA	7000	10
19	466	6104	HEADWALL (CH-PW-0)(DIA= 54 IN)	2	EA	5500	10
20	466	6105	HEADWALL (CH-PW-0)(DIA= 60 IN)	2	EA	5000	10
21	466	6002	HEADWALL (CH-FW-0)(DIA= 15 IN)	2	EA	1000	10
22	466	6003	HEADWALL (CH-FW-0)(DIA= 18 IN)	2	EA	1000	10
23	466	6005	HEADWALL (CH-FW-0)(DIA= 24 IN)	2	EA	4000	10
24	466	6007	HEADWALL (CH-FW-0)(DIA= 30 IN)	2	EA	5000	10
25	466	6009	HEADWALL (CH-FW-0)(DIA= 36 IN)	2	EA	6000	10
26	466	6010	HEADWALL (CH-FW-0)(DIA= 42 IN)	2	EA	5500	10
27	466	6011	HEADWALL (CH-FW-0)(DIA= 48 IN)	2	EA	6000	10
28	466	6012	HEADWALL (CH-FW-0)(DIA= 54 IN)	2	EA	3000	10
29	466	6013	HEADWALL (CH-FW-0)(DIA= 60 IN)	2	EA	3000	10
30	466	6032	HEADWALL (CH-FW-30)(DIA= 15 IN)	2	EA	700	10
31	466	6033	HEADWALL (CH-FW-30)(DIA= 18 IN)	2	EA	1000	10
32	466	6035	HEADWALL (CH-FW-30)(DIA= 24 IN)	2	EA	1200	10
33	466	6037	HEADWALL (CH-FW-30)(DIA= 30 IN)	2	EA	1200	10
34	466	6039	HEADWALL (CH-FW-30)(DIA= 36 IN)	2	EA	1400	10

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35	466	6040	HEADWALL (CH-FW-30)(DIA= 42 IN)	2	EA	1400	10
36	466	6041	HEADWALL (CH-FW-30)(DIA= 48 IN)	2	EA	1600	10
37	466	6042	HEADWALL (CH-FW-30)(DIA= 54 IN)	2	EA	1600	10
38	466	6043	HEADWALL (CH-FW-30)(DIA= 60 IN)	2	EA	1000	10
39	467	6329	SET (TY II)(15 IN)(CMP)(3:1)(C)	2	EA	500	10
40	467	6343	SET (TY II)(18 IN)(CMP)(3:1)(C)	2	EA	700	10
41	467	6375	SET (TY II)(24 IN)(CMP)(3:1)(C)	2	EA	700	10
42	467	6406	SET (TY II)(30 IN)(CMP)(3:1)(C)	2	EA	700	10
43	467	6439	SET (TY II)(36 IN)(CMP)(3:1)(C)	2	EA	700	10
44	467	6456	SET (TY II)(42 IN)(CMP)(3:1)(C)	2	EA	600	10
45	467	6467	SET (TY II)(48 IN)(CMP)(3:1)(C)	2	EA	600	10
46	467	6481	SET (TY II)(54 IN)(CMP)(3:1)(C)	2	EA	500	10
47	467	6491	SET (TY II)(60 IN)(CMP)(3:1)(C)	2	EA	500	10
48	467	6330	SET (TY II)(15 IN)(CMP)(4:1)(C)	2	EA	500	10
49	467	6345	SET (TY II)(18 IN)(CMP)(4:1)(C)	2	EA	500	10
50	467	6377	SET (TY II)(24 IN)(CMP)(4:1)(C)	2	EA	1900	75
51	467	6408	SET (TY II)(30 IN)(CMP)(4:1)(C)	2	EA	1800	75
52	467	6441	SET (TY II)(36 IN)(CMP)(4:1)(C)	2	EA	1800	75
53	467	6457	SET (TY II)(42 IN)(CMP)(4:1)(C)	2	EA	1800	75
54	467	6468	SET (TY II)(48 IN)(CMP)(4:1)(C)	2	EA	1600	75

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55	467	6482	SET (TY II)(54 IN)(CMP)(4:1)(C)	2	EA	500	10
56	467	6492	SET (TY II)(60 IN)(CMP)(4:1)(C)	2	EA	500	10
57	467	6331	SET (TY II)(15 IN)(CMP)(4:1)(P)	2	EA	1800	75
58	467	6346	SET (TY II)(18 IN)(CMP)(4:1)(P)	2	EA	2200	75
59	467	6378	SET (TY II)(24 IN)(CMP)(4:1)(P)	2	EA	2200	75
60	467	2397	SET (TY II)(30 IN)(CMP)(4:1)(P)	2	EA	2100	75
61	467	6442	SET (TY II)(36 IN)(CMP)(4:1)(P)	2	EA	2100	75
62	467	6458	SET (TY II)(42 IN)(CMP)(4:1)(P)	2	EA	2000	75
63	467	6469	SET (TY II)(48 IN)(CMP)(4:1)(P)	2	EA	2000	75
64	467	6333	SET (TY II)(15 IN)(CMP)(6:1)(P)	2	EA	800	10
65	467	6348	SET (TY II)(18 IN)(CMP)(6:1)(P)	2	EA	1200	10
66	467	6380	SET (TY II)(24 IN)(CMP)(6:1)(P)	2	EA	1200	10
67	467	6410	SET (TY II)(30 IN)(CMP)(6:1)(P)	2	EA	800	10
68	467	6444	SET (TY II)(36 IN)(CMP)(6:1)(P)	2	EA	1200	10
69	467	6460	SET (TY II)(42 IN)(CMP)(6:1)(P)	2	EA	800	10
70	467	6471	SET (TY II)(48 IN)(CMP)(6:1)(P)	2	EA	800	10
71	496	6002	REMOV STR (INLET)	2	EA	200	N/A
72	496	6042	REMOV STR (SMALL)	2	EA	300	N/A
73	496	6041	REMOV STR (LARGE)	1	EA	600	N/A
74	500	6001	MOBILIZATION	1	LS	5000	N/A

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75	529	6001	CONC CURB (TY I)	150	LF	10	5
76	529	6002	CONC CURB (TY II)	150	LF	10	5
77	529	6007	CONC CURB & GUTTER (TY I)	100	LF	15	7
78	529	6008	CONC CURB & GUTTER (TY II)	100	LF	15	7
79	531	6002	CONC SIDEWALKS (5")	100	SY	35	18

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**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 03/27/2018

Liberty County ILA

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Interlocal Agreement between Liberty County and Williamson County for the sale of surplus patrol vehicles in accordance with [Tx. Local Gov't Code 263.152.\(a\)\(1\)](#).

**Background**

Williamson County is willing to provide six (6) used, safe, well-maintained and operable surplus patrol vehicles to Liberty County at a fair rate not to exceed \$43,268.73.

**Fiscal Impact**

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

[ILA Liberty County](#)

[Fair Market Value](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:41 AM  
03/22/2018 12:09 PM  
Started On: 03/22/2018 10:53 AM

INTERLOCAL AGREEMENT BETWEEN LIBERTY COUNTY AND  
WILLIAMSON COUNTY

THE STATE OF TEXAS     §

COUNTY OF LIBERTY     §

This Interlocal Agreement (“Agreement”) is between Liberty County, hereinafter called “Liberty County,” and Williamson County, hereinafter called “Williamson County.”

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state;

WHEREAS, Liberty County and Williamson County are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, Liberty County relies on the Liberty County Sheriff’s Department to patrol unincorporated areas of the county and provide law enforcement services to its citizens; and

WHEREAS, the Liberty County Sheriff’s Department relies on safe, well-maintained and operable patrol Vehicles in order to provide law enforcement services within the county; and

WHEREAS, the Liberty County Sheriff’s Department is in need of safe, well-maintained and operable patrol Vehicles in order to provide law enforcement services within the county; and

WHEREAS, Williamson County is willingly to provide six (6) used safe, well-maintained and operable patrol Vehicles to Liberty County at a fair rate not to exceed \$43,268.73; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment, and other resources; and

NOW, THEREFORE, Liberty County and Williamson County in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of both Liberty County and Williamson County, promise and agree as follows:

1. Liberty County agrees to purchase the six (6) patrol Vehicles identified in Exhibit “A”

attached hereto (the "Vehicles") in good working condition from Williamson County at a fair rate not to exceed \$43,268.73. It shall be Liberty County's obligation to take possession of the Vehicles at Williamson County's facilities and to insure such vehicles immediately upon taking possession of the Vehicles.

2. Williamson County agrees to provide the six (6) patrol Vehicles identified in Exhibit "A" attached hereto in good working condition to Liberty County for purchase at a fair rate not to exceed \$43,268.73.
3. Liberty County agrees to pay Williamson County for the Vehicles in a one-time lump sum monetary payment. Liberty County's payment shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of the date Liberty County receives the Vehicles under this Agreement or the date that Liberty receives an invoice for the Vehicles under this Agreement. Interest charges for any overdue payments shall be paid by Liberty County in accordance with Texas Government Code Section 2251.025.
4. Notwithstanding any provisions herein, this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds or insufficient funds are appropriated for the payment due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to either County and the Vehicles shall be returned to Williamson County in the same condition in which they were received by Liberty County.
5. Liberty County and Williamson County agree that as a material part of the consideration for this Agreement, Liberty County admits and agrees that Liberty County was granted adequate time and opportunity to conduct an inspection of the Vehicles and that by accepting delivery of the Vehicles, Liberty County shall be deemed to have approved the condition of the Vehicles as of the closing date, including all improvements located on the Vehicles. Liberty County, for itself, its successors and assigns and for any person or entity claiming by, through or under Liberty County (all such persons being included in the name of Liberty County for purposes of this section), agrees to and does hereby accept the Vehicles, including all improvements located on the Vehicles, **"AS-IS" and "WHERE IS", "WITH ALL FAULTS"**, and Liberty County acknowledges and agrees that this Agreement is made without recourse (even as to the purchase price), and that neither Williamson County nor any of Williamson County's representatives and agents (all of such person, including Williamson County, being sometimes collectively referred to as the "Williamson County related persons") have made or given any warranties, guaranties or representations of any kind whatsoever, and the Williamson County related persons specifically disclaim any representations or warranties regarding any matter relating to this Agreement or the Vehicles, whether oral or written, express or implied; including, without limitation, Liberty County

agrees that there are no express or implied warranties of habitability, merchantability, suitability or fitness for a particular purpose. Liberty County's inspection of the Vehicles (or waiver thereof) shall relieve Williamson County of any liability to Liberty County as a result of any and all matters addressed herein, and Liberty County agrees to accept all liability thereof, as between Liberty County and Williamson County resulting from or in any way arising out of Liberty County's discovery of said matters subject of this entire paragraph.

6. Notwithstanding anything contained in this paragraph or the Agreement to the contrary, nothing in the Agreement shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to the Agreement. Furthermore, nothing in the Agreement shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under the Agreement.
7. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied.
9. Williamson County agrees to exercise due diligence in the routine maintenance of all seven (7) patrol Vehicles prior to the sale to Liberty County.
10. **Both counties understand that before beginning a project under this Agreement, the Commissioners Court of both Liberty and Williamson Counties must give specific written approval for the project as required by TEX. GOV. CODE, § 791.014 which provides:**

**§ 791.014 APPROVAL REQUIREMENT FOR COUNTIES.**

1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.
  - (b) The approval must:
    - (1) be given in a document other than the interlocal contract;
    - (2) describe the type of project to be undertaken;  
and
    - (3) identify the project's location.  
*see Tex. Gov. Code, § 791.014, et. seq.*
11. The terms of this Agreement exist solely for the purpose of completing this transaction. Either party has the right to cancel or void the transaction up to (14) days after transfer. Written notification of cancellation must be made to the other party. Upon such cancellation, the Vehicles must be returned to Williamson County in the same condition in which they were received by Liberty County and Williamson County will return any consideration paid

as of such date of cancellation, if any, back to Liberty County.

Executed on this the 13 day of March, 2018, by Jay Knight, County Judge,  
on behalf of Liberty County, Texas, after approval by Commissioners Court

**LIBERTY COUNTY**

  
\_\_\_\_\_  
Jay Knight, Liberty County Judge

**ATTEST:**

  
\_\_\_\_\_  
Paulette Williams, Liberty County Clerk

Executed on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by Dan A. Gattis, County Judge, on  
behalf of Williamson County, Texas, after approval by Commissioners Court.

**WILLIAMSON COUNTY**

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

EXHIBIT "A"

PATROL VEHICLES TO BE PURCHASED BY LIBERTY COUNTY FROM  
WILLIAMSON COUNTY

<u>ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Price for Purchase</u>
SA1168	2011	Ford	Crown Vic	109,832	\$2,414.83
SB1324	2013	Chevrolet	Tahoe	103,111	\$8,170.78
SB1325	2013	Chevrolet	Tahoe	138,088	\$8,170.78
SB1327	2013	Chevrolet	Tahoe	112,271	\$8,170.78
SB1334	2013	Chevrolet	Tahoe	129,803	\$8,170.78
SB1337	2013	Chevrolet	Tahoe	112,478	\$8,170.78
					<b>Total:</b> <b>\$43,268.73</b>

Comm Court Approval Date	Unit #	Year	Make	Model	Mileage	Avg Fair Market Value	Equipment Value
12/5/2017	SA1168	2011	Ford	Crown Vic	109,832	\$2,414.83	
1/9/2018	SB1324	2013	Chevrolet	Tahoe	103,111	\$8,170.78	
12/5/2017	SB1325	2013	Chevrolet	Tahoe	138,088	\$8,170.78	
12/19/2017	SB1327	2013	Chevrolet	Tahoe	112,271	\$8,170.78	
12/5/2017	SB1334	2013	Chevrolet	Tahoe	129,803	\$8,170.78	
12/5/2017	SB1337	2013	Chevrolet	Tahoe	112,478	\$8,170.78	

All information as of 1/3/2018

Year	Make	Model	Miles	Sold Price		Auction Site		
2012	Chevy	Tahoe	136,626	\$6,204.00	Police Pkg	Rene Bates	8/23/2017	Williamson County
2009	Chevy	Tahoe	118,803	\$7,708.00	Police Pkg	Rene Bates	4/20/2016	Williamson County

2010	Chevy	Tahoe	101,489	\$8,050.00	Police Pkg	GovDeals	7/17/2017	Roanoke, Tx
2010	Chevy	Tahoe	109,231	\$6,600.00	Police Pkg	GovDeals	7/27/2017	Leander, Tx
2010	Chevy	Tahoe	171,907	\$6,550.00	Police Pkg	GovDeals	12/22/2017	Round Rock, Tx
2009	Chevy	Tahoe	116,055	\$6,400.00	Police Pkg	GovDeals	7/27/2017	Leander, Tx
2013	Chevy	Tahoe	96,410	\$12,025.00	Police Pkg	GovDeals	2/20/2017	Clay County Sheriff, Henrietta, Tx
2012	Chevy	Tahoe	86,690	\$10,875.00	Police Pkg	GovDeals	5/12/2017	Shavano Park, Tx
2014	Chevy	Tahoe	124,454	\$9,125.00	Police Pkg	GovDeals	4/27/2017	Gonzales County Sheriff

**Avg Miles Avg Sold Price**  
**117,963 \$8,170.78**

Year	Make	Model	Miles	Sold Price		Auction Site	Date		Type
2011	Ford	Crown Vic	118,969	\$3,701.00		GovDeals	1/30/2017	Lampasas	Police Pkg
2010	Ford	Crown Vic	76,946	\$4,519.00		GovDeals	2/28/2017	Live Oak	Police Pkg
2010	Ford	Crown Vic	104,818	\$3,311.00		GovDeals	1/17/2017	Austin	Police Pkg
2011	Ford	Crown Vic	110,897	\$3,200.00		GovDeals	3/29/2017	Sinton	Police Pkg
2010	Ford	Crown Vic	111,569	\$2,150.00		GovDeals	12/18/2017	Round Rock	Police Pkg
2010	Ford	Crown Vic	153,105	\$1,121.00		GovDeals	12/14/2017	New Braunfels	Police Pkg
2011	Ford	Crown Vic	133,721	\$1,250.00		GovDeals	12/14/2017	New Braunfels	Police Pkg
2010	Ford	Crown Vic	148,330	\$1,600.00		GovDeals	11/30/2017	Columbus	Police Pkg
2009	Ford	Crown Vic	96,572	\$2,900.00		GovDeals	11/30/2017	Columbus	Police Pkg
2010	Ford	Crown Vic	161,979	\$1,351.00		GovDeals	11/30/2017	Columbus	Police Pkg
2010	Ford	Crown Vic	127,907	\$2,175.00		GovDeals	10/10/2017	Pearland	Police Pkg
2010	Ford	Crown Vic	147,915	\$1,700.00		GovDeals	10/10/2017	Pearland	Police Pkg

**Avg miles Avg Sold Price**  
**124,394 \$2,414.83**

Year	Make	Model	Miles	Trade in Value	
2013	Chevy	Tahoe	112,271	\$11,923.00	Civilian
2013	Chevy	Tahoe	103,111	\$8,775.00	Police Pkg
2013	Chevy	Tahoe	112,271	\$8,000.00	Police Pkg
2013	Chevy	Tahoe	138,088	\$6,225.00	Police Pkg

From KBB.com

<https://www.kbb.com/chevrolet/tahoe/2013/is-sport-utility-4d/?vehicleid=377953&intent=trade-in-sell&mileage=112271&pricetype=trade-in&options=4953075|false|6519173|>

From nadaguides.com

<http://www.nadaguides.com/Cars/2013/Chevrolet/Tahoe-V8/Utility-4D-Police-2WD/Value/>

From nadaguides.com

<http://www.nadaguides.com/Cars/2013/Chevrolet/Tahoe-V8/Utility-4D-Police-2WD/Value/>

From nadaguides.com

<http://www.nadaguides.com/Cars/2013/Chevrolet/Tahoe-V8/Utility-4D-Police-2WD/Value/>

**Avg Miles Avg**  
**116,435 \$8,730.75**

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 03/27/2018

Emergency Reporting Software Subscription

**Submitted For:** Randy Barker

**Submitted By:** Melissa Gurka, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Emergency Reporting Service Contract between Reporting Systems Inc. d/b/a emergencyreporting.com and Williamson County for emergency reporting in the amount of \$2,647.00, and for a recurring yearly cost of \$1,848.00, for a total of two (2) years, and authorizing the execution of the agreement.

**Background**

Emergency Reporting is utilized by Taylor Fire, Sam Bass Fire, Wilco ESD 7 (Florence Fire), Leander Fire, Weir Fire, ESD 10 (Coupland Fire), and is already set up with Williamson County IT. This allows an exchange of inspection forms between all these departments without any extra cost. New software to meet state statute of keeping records for inspection. The department point of contact is Marty Herrin who can be contacted in case of questions. This expenditure will be charged to 01.0100.0542.003011. Funding was approved in the FY2018 budget.

**Fiscal Impact**

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

[Emergency Reporting Services Contract quote](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Melissa Gurka  
Final Approval Date: 03/22/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

03/22/2018 11:57 AM  
03/22/2018 12:09 PM  
Started On: 03/22/2018 11:16 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT**  
**(emergencyreporting.com**  
**subscription service)**

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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 **Reporting Systems Inc. d/b/a "emergencyreporting.com,"** (hereinafter "Service Provider"), with offices located at 2200 Rimland Dr., Suite 305, Bellingham, WA 98226, (phone-866-773-7678). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

**II.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

**No Assignment:** Service Provider may not assign this contract.

IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be as set forth in the attached Quote/Order Form, dated March 9, 2018, which is incorporated herein as if copied in full. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**As described in the attached Quote/Order Form, dated March 9, 2018, which is incorporated herein as if copied in full.**

VII.

**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:

- **Service Provider's Quote/Order Form, dated March 9, 2018, which is incorporated herein as if copied in full.**

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.

#### VIII.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

#### IX.

**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.

#### X.

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

#### 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.

**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 above.

**XIII.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIV.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

**XV.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the 19<sup>th</sup> day of MARCH, 2018.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

**SERVICE PROVIDER:**

  
\_\_\_\_\_  
Authorized Signature

**Exhibit (Quote/Order Form, dated March 9, 2018,  
which is incorporated herein as if copied in full)**



Emergency Reporting  
 2200 Rimland Dr., Suite 305  
 Bellingham, WA 98226  
 www.emergencyreporting.com  
 Phone: 866.773.7678  
 Fax: 866.929.6157

## ER Contact Details

Prepared by Billy Craft Phone (512) 608-8355  
 Email billy.craft@emergencyreporting.com Fax (866) 929-6157

## Customer Contact Details

Account Name Williamson County Fire Marshal Office Quote Number 00014630  
 Contact Name Marty Herrin Created Date 3/9/2018  
 Phone (512) 864-8224 Expiration Date 3/31/2018  
 Email mherrin@wilco.org Customer Type New  
 Ship To 911 Tracy Chambers Ln,  
 Georgetown, TX 78626  
 County Williamson  
 Department Type Career

## Order Summary

Product	Product Code	Quantity	Sales Price	Total Price	Line Item Description
Fire Prevention Package	OC-1	1.00	\$1,260.00	\$1,260.00	Annual Subscription
Fire Prevention Package Setup Fee	OC-S1	1.00	\$450.00	\$450.00	One-Time Setup
Google Maps	GM-1	1.00	\$588.00	\$588.00	Annual Subscription
Google Maps Setup Fee	GM-S1	1.00	\$149.00	\$149.00	One-Time Setup
non-NFIRS Data Import Fee	DI-3	1.00	\$200.00	\$200.00	Occupancy Data Imports from County Users

## Summary

Bill To Name Williamson County Fire Marshal Office  
 Bill To 911 Tracy Chambers Ln,  
 Georgetown, TX 78626  
 # Years 1  
 Payment Schedule Yearly

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

**Year 1 Total**  
 Yearly Subscription \$1,848.00  
 Fees  
 Annual CAD Link \$0.00  
 Maintenance Fees  
 Annual Vision Fee \$0.00  
 Annual Safety \$0.00  
 Analytics Fee  
 One-Time Setup \$599.00  
 Fees  
 Annual Interface \$0.00  
 Fee  
 Data Import Fee \$200.00  
 Training Fees \$0.00  
 Year 1 Cost \$2,647.00  
 Recurring Yearly \$1,848.00  
 Total: Year 2+

Data Import & Contact Information - \*Required to Process Order

FDID:

EMS ID:

00507

\*Is the organization tax exempt? yes [ ] no [ ]
If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157.

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

\*Do you have NFIRS data to be imported? yes [ ] no [ ]
- This is included in your setup fee.

\*Dept. NFIRS Email Recipient:

There is a \$500 charge (as a group) to import any of the non-NFIRS data listed below. If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time.

\_\_\_\_\_

- Please check one. (New Customer Accounts Only)
For Occupancy Module configuration would you like your setup to be based on NFPA [ ] or ICC [ ]?
\* This is for setting up Categories and Subcategories.

Other Imports (Check all that apply - imported for a fee)

\*Account Setup Contact Name:

- [ ] Equipment
[ ] Occupancy
[ ] Hydrants
[ ] Flow Test
[ ] Personnel
[ ] Apparatus

\_\_\_\_\_

\*Phone#: \_\_\_\_\_

\*e-mail: \_\_\_\_\_

Notes / Comments

Special Order Initial year service cost to be prorated from 4/1/2018 through 9/30/2018 to coincide with annual budget cycle starting
Terms 10/1/2018.
Initial setup and six months of service starting 4/1/2018 equals \$1723.00.
Annual Subscription starting 10/1/2018 equals \$1848.00.

Terms & Conditions

Emergency Reporting, a trade name of Reporting Systems, Inc. ("RSI"), and the above named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

RSI shall perform the following services:

- 1. Collect emergency response data via a website accessible at https://secure.emergencyreporting.com.
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by RSI for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, RSI will configure direct submission to the state; if the state prohibits third party submissions, RSI will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI's internal polices, federal HIPAA regulations, industry practices regarding security, and (if applicable) Department of Defense (DoD) requirements as outlined in DoD directive 8500.1, 8500.2, PIA & SORN, necessary STIGS, and others, as defined by the Secretary of Defense or his/her designee.
7. Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

**The Agency shall be responsible for the following:**

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of RSI.
4. Enter emergency response data and all other data into the website per system instructions, support recommendations, and in accordance to the RSI User Policy Manual available on the support page from within Emergency Reporting's website.
5. Use supported web browsers as listed in the RSI User Policy Manual.

**Additional CAD Link Terms & Conditions**

**RSI shall perform the following services:**

1. Web Service CAD Links - Receive CAD interface data to the following address:  
<https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php>. RSI reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) installations, RSI shall provide an installed piece of software that processes files as output from CAD and submits the data to RSI. FFP configurations shall conform to sample and specified data as output from CAD; any changes to this format may result in change order fees.
3. Provide ongoing changes and bug fixes, at no additional charge, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to RSI standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI's internal policies, federal HIPPA regulations, industry practices regarding security, and (if applicable) Department of Defense (DoD) requirements as outlined in DoD directive 8500.1, 8500.2, PIA & SORN, necessary STIGS, and others, as defined by the Secretary of Defense or his/her designee.

**The Agency shall be responsible for the following:**

1. Provide clean, valid data for processing, either via text file (for Flat File Parser installations) or web services (for web services direct installations)
2. For FFP Installations, the Agency shall provide a nondedicated computer to install the FFP on. The computer shall have access to CAD supplied text files, as well as outbound HTTPS access to the address specified above. The operating system shall be x86 or x64, and shall be any edition of Windows Server 2008 or 2003, and shall have the .net Framework 2.0 or higher installed.
3. Agency shall provide technical staff to assist with installation, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
4. Additional charges from your CAD vendor may apply and should be discussed with that vendor.

**Governing Law.** The AGENCY agrees that the rights of user and RSI shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State.

**Data Ownership.** All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by RSI is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

**Statute of Limitation.** The AGENCY agrees that any cause of action you may have against RSI must be commenced within (6) six months after the claim arises.

**Termination.** Either AGENCY or RSI can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the Agency.

**Pricing.** The AGENCY agrees to the prices set forth in this agreement. RSI reserves the right to modify AGENCY pricing at the billing renewal date, and will provide 30 day advance written notice of its intent to do so.

**Billing Cycle Start Date.** The AGENCY agrees that the billing cycle start date will become affective on the 1st of the following month in which the signed order form is received by RSI.

**Copyright.** The AGENCY recognizes that the RSI website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of RSI's technology.

RSI uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of RSI, and agrees to hold RSI, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Order Agreement

Select Billing Frequency:

PLEASE FAX SIGNED ORDER TO 1-866-929-6157 OR SCAN / E-Mail to [orders@emergencyreporting.com](mailto:orders@emergencyreporting.com)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*If no billing cycle is selected, the account will automatically be billed yearly.*

Monthly [ ]    Yearly [ ]

Billing Contact:

*Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:*

Name \_\_\_\_\_

Email \_\_\_\_\_

Would you like to receive a copy of your invoice via mail please check here: Mail [ ]

Mailed invoices will be sent to the billing address list above.

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 03/27/2018

SO Donations BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations:

**Background**

Donations include a \$50.00 cash donation from a generous patron.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$50.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/15/2018 04:50 PM

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 03/27/2018

SO Donations BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

**Background**

Donations include a \$50.00 cash donation from a generous patron.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$50.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/15/2018 04:54 PM

**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 03/27/2018

Park Donations BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

Donations total \$255.00 for firewood from various patrons.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0100.0000.367403	Park Donations	\$255.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/16/2018 09:25 AM

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 03/27/2018

Park Donations BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

Donations total \$255.00 for firewood from various patrons.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$255.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/16/2018 09:27 AM

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 03/27/2018

NACo Prescription Discount Card Revenue Sharing BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$417.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/19/2018 09:49 AM

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 03/27/2018

NACo Prescription Discount Card Revenue Sharing BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$417.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Angela Schmidt  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM  
Started On: 03/19/2018 09:51 AM

**Commissioners Court - Regular Session**

**41.**

**Meeting Date:** 03/27/2018

BA SANE Exams 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues from Attorney General's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

**Background**

The cost and the amount of SANE exams have increased. The State will reimburse the County for these expenditures.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0100.0000.370517	SA Medical Reimbursement	\$29,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM

Started On: 03/20/2018 10:31 AM

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 03/27/2018

BA SANE Exams 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures related to Attorney General's office for the purpose of SANE (Sexual Assault Nurse Examiner) exams:

**Background**

The cost and the amount of SANE exams have increased. The State will reimburse the County for these expenditures.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0440.004203	SA Medical Exams	\$29,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Angela Schmidt  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM  
Started On: 03/20/2018 10:34 AM

**Commissioners Court - Regular Session**

**43.**

**Meeting Date:** 03/27/2018

Debt Serve Fund BA 03-27-2018

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

To recognize the associated expenditure for the 2017 Unlimited Tax Road Bonds. The bonds sold in November 2017 and closed December 2017.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0600.0600.006648	17 Unl. Tax Road Bonds - Inter	\$1,831,752.07

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Angela Schmidt  
Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 08:23 AM  
Started On: 03/20/2018 10:38 AM

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 03/27/2018

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
- e) Project Capston

**Background**

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:37 AM

Started On: 03/22/2018 10:17 AM

**Commissioners Court - Regular Session**

45.

**Meeting Date:** 03/27/2018

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**

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 SH 29 LTP.
- 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**

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.

F. Discuss the Interlocal Agreement with BRA.

**Background**

**Fiscal Impact**

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

No file(s) attached.

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/22/2018

**Reviewed By**

Wendy Coco

**Date**

03/22/2018 10:37 AM

Started On: 03/22/2018 10:16 AM