NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
APRIL 24TH, 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 – 15)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$1,350,000.00
To	0200-0210-003599	Road Const./Maint.	$1,350,000.00

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

7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Asus EE PC 1016PT Netbooks w/carrying case, (23) Qian Wei Paintball Support Guns, (2) TAC view monitors, (1) Recon Scout Robot, (1) Recon Robotics Controller, (1) Polaroid computer monitor, (1) Dell Laptop, (1) Toughbook, (16) Atlantic signal headsets, (2) Nova Electronics Riot Shields, (1) Desktop, pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through auction for the period of 3/15/2018 through 4/18/2018.

9. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental transfer for the period of 3/15/2018 through 4/18/2018.

10. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through destruction for the period of 3/15/2018 through 4/18/18.

11. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade-in for the period of 3/15/2018 through 4/18/2018.

12. Discuss, consider and take appropriate action on accepting and approving a report on the Georgetown Annex Project; Change Order # 7 in the amount of $0.00 to approve door and hardware revisions and additional floor boxes, and to receive a credit from the temporary lighting allowance line item in the same amount, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owner's Contingency.

13. Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 1 in the amount of $10,295.00 to approve funding for underground utility conflicts, plumbing improvements and additional glazed tile that was not in the original documents, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner's Contingencies.

14. Discuss, consider, and take appropriate action on approval of the final plat for the Sonterra West Section 12C subdivision - Pct 3.

15. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 9 subdivision - Pct 3.

REGULAR AGENDA

16. Discuss, consider, and take appropriate action on a proclamation honoring John Sneed, Senior Director of Williamson County Emergency Services, on his retirement after nearly 37 years of service to the county.

17. Discuss, consider, and take appropriate action on proclaiming April 30 - May 4, 2018 Air Quality Awareness Week in Williamson County.

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

19. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Bagdad Road at CR 278 contract between Williamson County and Lockwood, Andrews & Newnam, Inc. relating to the 2013 Road Bond Program. Project: P438 Bagdad Rd at CR 278. Funding Source: Road Bonds.

20. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Great Oaks Bridge at Brushy Creek contract between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program. Project: P270 Great Oaks Drive Bridge. Funding Source: Road Bonds.

21. 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.

22. Discuss, consider and take appropriate action on a Temporary Construction Easement and Dedication Deed from TR Lakeline Market Retail Corp. for right of way needed on the Lakeline RT Turn Lan Project. Funding Source: P331

23. Discuss, consider and take appropriate action to authorize County Judge to execute an Amendment to an Economic Development Agreement with Dana, Ltd.

24. Discuss, consider and take appropriate action on a property exchange contract with CSW SR Hutto, LLC. in relation to the A-1 Corridor improvements. Funding Source: P458 Road Bonds

25. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with David Fuchs, et al regarding right of way needed on CR 101 (Parcel 35). Funding Source Road Bonds P269

26. Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer to move $545,943 from Blackland Heritage Phase I (P316) to Southwest Regional Park (P320).

27. Discuss, consider, and take appropriate action on moving Employee #14069 from the L chart to the B chart.

28. Discuss, consider, and take appropriate action on a change to the FY17.18 Budget Order.

29. Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. for the Williamson County Florence Tower Site #5 Relocation. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15).

30. 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.

31. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements under IFB # 1804-224.

32. Discuss, consider, and take appropriate action on authorizing the extension of Crack Seal contract 1704-156, for the same pricing, terms and conditions as the existing contract for the term of May 16, 2018 - May 15, 2019, with Right Pointe as the primary vendor, Crafco Inc. as the secondary vendor, and The Quikrete Companies, LLC as the tertiary vendor.

33. Discuss, consider, and take appropriate action on approving the purchase of archival digitization from Kofile Technologies, Inc. for the County Clerk's Office utilizing the GSA contract number GS-35F-275AA, for a total of $83,225.11 and authorizing the execution of the agreement.

34. Discuss, consider, and take appropriate action on authorizing the extension of Aggregate contract 1704-154, for the same pricing, terms and conditions as the existing contract for the term of May 09, 2018 - May 08, 2019, with Vulcan Construction Materials.

35. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Neenah Avenue at Pearson Ranch Road Traffic Signal under IFB # 1804-222.

36. Discuss, consider, and take appropriate action on approving the Champion Park Shade and Post Removal and Installation Service Contract between USA Shade & Fabric Structures and Williamson County in the amount of $20,479.00, pursuant to Buy Board contract # 512-16, and authorizing the execution of the agreement.

37. Discuss, consider, and take appropriate action on awarding IFB # 1802-217 CR 200 at Bold Sundown Construction to the lowest responsive bidder, Cox Commercial Construction.

38. Discuss, consider, and take appropriate action on awarding RFCSP # 1802-215 Additional Facilities at Southwest Williamson County Regional Park to the best overall respondent Falkenberg Construction Co. and authorizing execution of the agreement.

39. Discuss, consider, and take appropriate action on approving the Cisco Phone Maintenance Renewal Contract between Presidio Networked Solutions Group LLC and Williamson County for one (1) year, in the amount of $87,883.66, pursuant to DIR Contract # DIR-TSO-2542, and authorizing the execution of the agreement.

40. Discuss, consider, and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Tex. Loc. Gov't Code §§ 262.024(4) & 262.024(7)(A) & 262.024(7)(D)., for the one time purchase of vehicle and office decals and wraps in the amount of $22,648.00.

EXECUTIVE SESSION

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

41. 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
f) Dana Limited

42. 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 the Lakeline RTL Project.
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.
r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)
s) Discuss the A-1 Corridor property exchange.
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
f) Discuss property usage at Longhorn Junction
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.

43. 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 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) Discuss law in relation to Williamson County compensation policies.

44. 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).

45. 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)

46. Discuss and take appropriate action concerning economic development.

47. Discuss and take appropriate action concerning real estate.

48. 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.
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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.
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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) Discuss law in relation to Williamson County compensation policies.

49. 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.

50. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 04/24/2018

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 to continue with our Contracted Maintenance projects (Fog Seal, crack seal and HMACP overlays).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$1,350,000.00
To	0200-0210-003599	Road Const./Maint.	$1,350,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:41 AM
Budget Office	Ashlie Koenig	04/19/2018 01:45 PM
Form Started By: Daribel Texidor		Started On: 04/19/2018 11:14 AM
Final Approval Date: 04/19/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/24/2018

Compensation Items

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	04/19/2018 10:39 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:39 AM
Form Started By: Kristy Grant		Started On: 04/18/2018 04:26 PM
Final Approval Date: 04/19/2018		

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Sheriff's Office	1306	12156	$52,275.00	$60,047.54	$52,275.00	$60,047.54	n/a	$7,772.54	Allocation in 1105 to accommodate regular tenure change	4/6/2018
Corrections	0476	14421	$34,086.00	$34,853.00	$34,086.00	$34,853.00	n/a	$767.00	Allocation in 1105 to accommodate regular tenure change	4/20/2018
Corrections	0493	14133	$34,086.00	$34,853.00	$34,086.00	$34,853.00	n/a	$767.00	Allocation in 1105 to accommodate regular tenure change	4/20/2018
Sheriff's Office	1281	13897	$52,275.00	$54,386.91	$52,275.00	$54,386.91	n/a	$2,111.91	Allocation in 1105 to accommodate regular tenure change	4/20/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **7.**

Meeting Date: 04/24/2018

Asset Auction 4/17/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Asus EE PC 1016PT Netbooks w/carrying case, (23) Qian Wei Paintball Support Guns, (2) TAC view monitors, (1) Recon Scout Robot, (1) Recon Robotics Controller, (1) Polaroid computer monitor, (1) Dell Laptop, (1) Toughbook, (16) Atlantic signal headsets, (2) Nova Electronics Riot Shields, (1) Desktop, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached lists for more details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/12/2018 09:15 AM
County Judge Exec Asst.	Wendy Coco	04/12/2018 09:17 AM
Form Started By: Jayme Jasso		Started On: 04/11/2018 11:20 AM
Final Approval Date: 04/12/2018		

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	##	County Tag#	Condition of Assets (Working, Non-Working)
1	ASUS EEE PC 1016PT NETBOOK w/carrying case & mouse	B60AAS163757	63942	5233	Working
1	ASUS EEE PC 1016PT NETBOOK w/Carrying case	B60AAS163470	63943	5230	Working
1	ASUS EEE PC 1016PT NETBOOK w/carrying case & mouse	B60AAS163748	63944	5232	Working
1	ASUS EEE PC 1016PT NETBOOK w/carrying case	B60AAS163314	63945	5231	Working
[redacted]	keyboards	[redacted]	———	N/A	Non-Working

Parties involved:

FROM (Transferor Department): 0499- Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Matt Johnson
Print Name

Signature

April 3, 2018
Date

Contact Person:

Judy Kocian
Print Name

+1 (512) 943-1954
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.)

Tony Hill
Print Name

Signature

Date

Contact Person:

Tony Hill
Print Name

Phone Number

RECEIVED
APR - 5 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 _____

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Qian Wei Painball Support Co. Blk/Blu	41764	R09549	00868	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41778	R09979	00882	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41634	R09801	00917	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41633	AS R10023 R10023	00916	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41773	R09505	00877	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41772	R09632	00876	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41767	R09721	00871	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41769	R09462	00873	UKN
1	Qian Wei Painball Support Co. Blk/Blu	———	AS R09718 R09718	01198	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41770	R10823	00874	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41771	R09698	00875	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41782	R11147	00886	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41766	AS R09838 R09889	00870	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41760	AS R09889 R10015	00864	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41768	R10015	00872	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41765	R11030	00869	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41633	R10002	00885	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41779	R11155	00883	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41635	R09650	00918	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41636	R11593	00919	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41780	R09673	00884	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41777	R09366	00881	UKN
1	Qian Wei Painball Support Co. Blk/Blu	41775	R09454	00879	UKN

RECEIVED

APR - 2 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

3/29/2018
Asset list for Auction

Quantity	Description (year, make, model, etc.)		Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
~~9~~	~~TACTICAL HELMET~~		37	N/A	NON-WORKING
			617	N/A	NON-WORKING
			N/A	N/A	NON-WORKING
			613	N/A	NON-WORKING
			300	N/A	NON-WORKING
			734	N/A	NON-WORKING
			10334	N/A	NON-WORKING
			10331	N/A	NON-WORKING
			10325	N/A	NON-WORKING
			N/A	N/A	NON-WORKING
			610	N/A	NON-WORKING
			623	N/A	NON-WORKING
2	TAC VIEW MONITORS		08090202	02016	NON-WORKING
			J09B0006	02881	NON-WORKING
1	RECON SCOUT ROBOT	49410	0109E339	02282	NON-WORKING
1	RECON ROBOTICS CONTROLLER		0309C387	02283	NON-WORKING
~~8~~	~~MOLLE POUCHES~~		N/A	N/A	NON-WORKING
~~6~~	~~OD GREEN JUMP SUITS~~		N/A	N/A	NON-WORKING
~~100~~	~~5.11 TACTICAL PANTS~~		N/A	N/A	NON-WORKING
~~2~~	~~LEATHER MOTORCYCLE JACKETS~~		N/A	N/A	NON-WORKING
1	POLAROID COMPUTER MONITOR		ER8GA18795000727	N/A	WORKING
1	DELL LATPTOP LATITUDE E6520	57341	AS 53Q23Q1	C03154	NON-WORKING
1	DEL TOUGHBOOK		0R905F		NON-WORKING

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APR - 2 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

3/29/2018
Asset list for Auction

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
16	ATLANTIC SIGNAL HEADSET	48486	N/A	02048	NON-WORKING
		48487	N/A	02049	NON-WORKING
		48488	N/A	02050	NON-WORKING
		48489	N/A	02051	NON-WORKING
		48490	N/A	02052	NON-WORKING
		48491	N/A	02053	NON-WORKING
		48492	N/A	02054	NON-WORKING
		48493	N/A	02055	NON-WORKING
		48494	N/A	02056	NON-WORKING
		48495	N/A	02057	NON-WORKING
		48496	N/A	02058	NON-WORKING
		48497	N/A	02059	NON-WORKING
		48498	N/A	02060	NON-WORKING
		48499	N/A	02061	NON-WORKING
		48500	N/A	02062	NON-WORKING
		48501	N/A	02063	NON-WORKING
~~2~~	~~STREAMLIGHT VULCAN FLASHLIGHT W/BASE~~	~~—~~	~~089500~~	N/A	NON-WORKING
		~~—~~	~~089504~~	N/A	NON-WORKING
~~1~~	~~FLASHLIGHT AQUA KING LITE~~	~~—~~	~~00480~~	00480	NON-WORKING
~~40~~	~~BLACKHAWK TACTICAL POUCHES~~	~~—~~	~~N/A~~	N/A	NON-WORKING
2	NOVA ELECTRONIC RIOT SHIELDS	—	N/A	00417	NON-WORKING
		—	N/A	00418	NON-WORKING
	RECEIVED				

APR - 2 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
[redacted]	[redacted]	N/A	N/A	Working
[redacted]	[redacted]	N/A	N/A	Non-Working
[redacted]	[redacted]	N/A	N/A	Working
1	Dell OptiPlex 740 tower 49038	FBCKMH1	1636	Working

Parties involved:

FROM (Transferor Department): 0499 - Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Matt Johnson
Print Name

Signature — April 5, 2018 Date

Contact Person:

Judy Kocian
Print Name

+1 (512) 943-1954
Phone Number

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

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WILLIAMSON COUNTY, TEXAS

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

Tony Hill
Print Name

Signature — Date

Contact Person:

Tony Hill
Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **8.**

Meeting Date: 04/24/2018

Asset Auction Monthly 4/24/18

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through auction for the period of 3/15/2018 through 4/18/2018.

Background

Please see the attached list which shows all assets for auction approved by Purchasing from 3/15/18 through 4/18/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction Monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:49 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Jayme Jasso		Started On: 04/17/2018 09:06 AM
Final Approval Date: 04/19/2018		

Item	Serial Number	Court date	Quantity	Dept.
Monitor		4/24/2018	1	Facilities
HP Laserjet CM1312	CND89BVJ47	4/24/2018	1	Emergency Mangement
Docking Station	8LTYA04311	4/24/2018	1	Emergency Mangement
Four drawer filing cabinet		4/24/2018	2	Facilities
Sony Camcorder		4/24/2018	1	Facilities
Garrett PD 65001 Metal Detector	model 11684xx, 36076620	4/24/2018	1	Jp#2
Dell Monitor M782P CRT		4/24/2018	1	Juvenile
Elo Touchscreen monitor		4/24/2018	1	Juvenile
Box of Misc cables		4/24/2018		Juvenile
Dell Soundbar AX510		4/24/2018	1	Juvenile
Logitech wired keyboard		4/24/2018	1	Juvenile
Logitech wireless keyboard/mouse		4/24/2018	2	Juvenile
Dell wired keyboard		4/24/2018	2	Juvenile
Logitech wireless keyboard		4/24/2018	2	Juvenile
Dell wired mouse		4/24/2018	2	Juvenile
Logitech wired mouse		4/24/2018	1	Juvenile
Logitech wireless mouse		4/24/2018	1	Juvenile
Dell Monitor P170		4/24/2018	1	Juvenile
Dell Monitors 20in		4/24/2018	3	CA
Dell Monitors 21in		4/24/2018	3	CA
Dell Monitor 17in		4/24/2018	1	CA
Dell Li-ion battery		4/24/2018	1	CA
Credenza		4/24/2018	1	Facilities
Panasonic Typewriter		4/24/2018	1	Facilities
HP Laserjet 3015 Fax Machine		4/24/2018	1	Facilities
HP Laserjet 309A Toner Cartridges		4/24/2018	4	Facilities
L Shape Desk		4/24/2018	1	Facilities
Watchguard overhead in car video system	WGA00310	4/24/2018	1	Const. #2
Keyboards		4/24/2018	2	Tax
Tacital Helmets		4/24/2018	9	SO
Molle Pouches		4/24/2018	8	SO
OD Green Jumpsuits		4/24/2018	6	SO
Tactial Pants		4/24/2018	100	SO
Leather Motorcycle Jackets		4/24/2018	2	SO
Streamlight Vulcan Flashlight w/base		4/24/2018	2	SO
Flaslight Aqua King Lite		4/24/2018	1	SO
Blackhawk Tactical Pouches		4/24/2018	10	SO
Motorcycle Helmets		4/24/2018	5	SO

Datamars Petscanner		4/24/2018	1	SO
Camera Samsung		4/24/2018	1	SO
Camera Olympus		4/24/2018	1	SO
Rigid Gasoline powered air compressor		4/24/2018	1	URS
12 slot desktop organizer		4/24/2018	1	Tax
Victor Calculator		4/24/2018	1	Tax
Swivel desktop organizer		4/24/2018	1	Tax
Styker Power Stretcher 6500, 2010		4/24/2018	5	EMS
Black Polaroid camera with soft case		4/24/2018	1	URS
ACOM Router dual fire wall ports		4/24/2018	1	URS
Palm Pilot VX Gray in Color		4/24/2018	1	URS
Dell Axiom X50 with hard case blk/silver		4/24/2018	1	URS
LG cell phone		4/24/2018	1	URS
Motorola 1205 cell phone		4/24/2018	1	URS
Dell-cell phone/radio charger with cable		4/24/2018	1	URS
Radio/cell phone		4/24/2018	1	URS
Emerson TV		4/24/2018	1	CC#1
Honda Generator		4/24/2018	1	EMS
Kronos timeclocks	See attached lists	4/24/2018	15	Tech Services
Motorola XTL 5000	585CFX3405	4/24/2018	1	Emergency Management
Motorola XTL 2500	518CGH0847	4/24/2018	1	Emergency Management
Office Desk Chairs		4/24/2018	5	CSCD
5 drawer beige filing cabinets		4/24/2018	5	CSCD
Old fashoined student desk		4/24/2018	1	CSCD
3 drawer filing cabinet		4/24/2018	1	Tax

Commissioners Court - Regular Session **9.**

Meeting Date: 04/24/2018

Asset Transfer Monthly 4/24/18

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental transfer for the period of 3/15/2018 through 4/18/2018.

Background

Please see the attached list which shows all assets for Inter-departmental transfer approved by Purchasing from 3/15/18 through 4/18/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer Monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:55 AM
Purchasing (Originator)	Randy Barker	04/19/2018 10:34 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:39 AM
Form Started By: Jayme Jasso		Started On: 04/17/2018 09:13 AM
Final Approval Date: 04/19/2018		

Item	Serial Number	Court date	Quantity	Dept.
HP laserjet 4250	CNGXH33932	4/24/2018	1	TO Magistrate
Dell 790	152LMS1	4/24/2018	1	TO IT
Dell Monitor		4/24/2018	1	TO IT
Wood Desk		4/24/2018	1	TO Facilities
4 Drawer Filing Cabinets		4/24/2018	2	TO Facilities
HP laserjet 4250	CNRXJ94991	4/24/2018	1	TO ITS

Commissioners Court - Regular Session **10.**

Meeting Date: 04/24/2018

Asset Destruction Monthly 4/24/2018

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through destruction for the period of 3/15/2018 through 4/18/18.

Background

Please see the attached list which shows all assets for destruction approved by Purchasing from 3/15/18 through 4/18/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Destruction monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 10:09 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:39 AM
Form Started By: Jayme Jasso		Started On: 04/17/2018 10:26 AM
Final Approval Date: 04/19/2018		

Item	Serial Number	Court date	Quantity	Dept.
Body Armor Panels	see attached lists	4/24/2018	44	SO
Ferno Pedi Mate Child Restraints	27 used & 3 new	4/24/2018	30	EMS
Globe Bunker Coats		4/24/2018	12	EMS
Aluminum Scoop Stretchers		4/24/2018	7	EMS

Commissioners Court - Regular Session **11.**

Meeting Date: 04/24/2018

Asset Trade-in Monthly 4/24/18

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade-in for the period of 3/15/2018 through 4/18/2018.

Background

Please see the attached list which shows all assets for Trade-in approved by Purchasing from 3/15/18 through 4/18/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Trade-In Monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 10:18 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:39 AM
Form Started By: Jayme Jasso		Started On: 04/17/2018 10:36 AM
Final Approval Date: 04/19/2018		

Item	Serial Number	Court date	Quantity	Dept.
Cardiac Science 9300E-501 AED	4009086, 4262369	4/24/2018	2	Facilities

Commissioners Court - Regular Session **12.**

Meeting Date: 04/24/2018

Georgetown Annex P325 - Change Order 7

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Georgetown Annex Project; Change Order # 7 in the amount of $0.00 to approve door and hardware revisions and additional floor boxes, and to receive a credit from the temporary lighting allowance line item in the same amount, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owner's Contingency.

Background

The door and hardware revisions are based on ASI # 9 which was issued by the Architect for changes that were deemed necessary after the original design. The floor box additions were necessary to allow for both data and electrical to be available in convenient floor boxes in meeting rooms. The credit from the temporary lighting allowance is being used to off-set the cost of these changes.
On September 6, 2016, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Constructors, LTD, L.L.P. in relation to the Williamson County Georgetown Annex Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA Change Order 7

GTA CO7 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Gina Wrehsnig		Started On: 04/19/2018 09:43 AM
Final Approval Date: 04/19/2018		

CHASCO CONSTRUCTORS

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Order

Project:
20-15092 WILCO ANNEX - GC
151 WILCO WAY
GEORGETOWN, TX

Change Order: 7
Date: 3/27/2018
Architect's Project:

To Contractor:
CHASCO CONSTRUCTORS
P.O. BOX 1057
ROUND ROCK, TX 78680

The Contract is changed as follows:
Door and Hardware Architectural Revisions

CR #16 Door and Hardware Architectural Revisions	$4,479.13
CR #17 Additional Floor Boxes	$2,759.00
CR #18 Return unused Temp Lighting @ Crawl Space	<$7,238.13>

The original Contract Amount was	$14,919,081.00
Net change by previously authorized Change Orders	$0.00
The Contract Amount prior to this Change Order was	$14,919,081.00
The Contract will be increased by this Change Order in the amount of	$0.00
The new Contract Amount including this Change Order will be	$14,919,081.00

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
(Signature)	*(Signature)*	*(Signature)*
By Keith A. Hickman	By Bill Bambrick, Sr Project Manager	By Dale Butler
Date 11 April 2018	Date 3/28/2018	Date 4/15/2018

CHASCO CONSTRUCTORS

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Request

To: Dale Butler
WILLIAMSON COUNTY, TEXAS
710 MAIN STREET, STE 101
GEORGETOWN, TX 78626

Number: 16
Date: 3/27/2018
Job: 20-15092 WILCO ANNEX - GC
Phone:

Description:

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

Item#	Description	Price
1	Door and Hardware Architectural Revisions	$4,479.13
	Subtotal:	$4,479.13
	Total:	$4,479.13

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

Cc:

American Door

CONTRACTOR:	CHASCO CONSTRUCTION	**DATE:**	11/30/2017
ADDRESS:		**ADP JOB #:**	300757
CITY, STATE,ZIP:		**JOB NAME:**	WILLIAMSON COUNTY
ATTN:	MARK LEE	**REF #:**	CCO#01 - MARK UPS
FAX#:			

Project: 300757 - Williamson County Annex
Contemplated Change Order # 1
Architect Revisions

-1	**Single Door #115**	**CORRIDOR 104 to BREAKROOM 115**			**90 LH**	
1	**Single Door #115**	**CORRIDOR 104 to BREAKROOM 115**			**90 LH**	
-1	WD 3070 1 3/4 F PC HPDL W60 DPC LH (HN-IVE(3); LO-BES)					(192.22)
1	WD 3070 1 3/4 F PC HPDL W60 DPC LH (ET-VON; HN-IVE(3); LO-BES; RW-BAR; WIRESET)					192.22
-3	Hinges	5PB1 4 1/2 x 4 1/2	652	IV		(11.04)
3	Hinges	5BB1 4 1/2 x 4 1/2	652	IV		16.50
-1	Lockset	9K3-7R14D PATD CORMAX PATENTED KEYING S3	626	BE		(308.00)
1	Electro-mech Lock	9KW3-7DEU14D PATD CORMAX PATENTED KEYING RQE S3	626	BE		538.50
1	Door Closer	SC81A RW/PA TBWMS	689	FL		73.20
1	Kickplate	8400 10" x 34" B-CS	US32D	IV		22.12
1	Power Transfer	EPT 10	SP28	VO		282.33
			Opening Total			613.61
-1	**Single Door #119**	**EXTERIOR from MECH/ELEC 119**			**90 RHR**	
1	**Single Door #119**	**EXTERIOR from MECH/ELEC 119**			**90 RHR**	
-1	HMD F 3070 4 16 A60 SS CW F RHR (161TB; PP-REINF; SCR; SW453; UC5/8HW)					(354.21)
1	HMD F 3070 4 16 A60 SS CW F RHR (PP-REINF; SCR; SW453; UC5/8HW)					354.21
-1	SGL 3070 ME 16 1114 FCW A40 4 4 LH (453; 478LS; HSCR; SS8)					(132.86)
1	SGL 3070 ME 16 1114 FCW A40 4 4 LH (453; HSCR; SS8)					132.86
-1	Lockset	9K3-7D14D PATD CORMAX PATENTED KEYING S3	626	BE		(308.00)
1	Exit Device	LD 98NL x 990NL-R&V 299 425-SNB (QTY-2)	US26D	VO		804.80
1	Rim Cylinder	12E-72 PATD CORMAX PATENTED KEYING	626	BE		63.00
			Opening Total			559.80
-1	**Single Door #225A**	**MEETING ROOM 226 from MEETING ROOM 225**			**90 RHR**	
1	**Single Door #225A**	**MEETING ROOM 226 from MEETING ROOM 225**			**90 RHR**	
-1	WD 3070 1 3/4 F PC HPDL W60 DPC RHR (CL-GEN; ED-VON; HN-IVE(3))					(192.22)
1	WD 3070 1 3/4 F PC HPDL W60 DPC RHR (ED-VON; HN-IVE(3))					192.22
-1	Door Closer	SC71 HW/PA TBWMS	689	FL		(122.80)
1	Door Closer	SC71 SS/HO TBWMS	689	FL		159.60
-1	Wall Bumper	WS406/407CCV	US32D	IV		(1.50)
			Opening Total			35.30

7967 Blankenship Houston, TX 77055 PH: 713-681-8047

Project: 300757 - Williamson County Annex
Contemplated Change Order # 1
Architect Revisions

-1	**Pair Doors #226A**	**ENTRY 205 from MEETING ROOM 226**			**90 LHR\RHR**
1	**Pair Doors #226A**	**ENTRY 205 from MEETING ROOM 226**			**90 LHR\RHR**
-1	Pair WD 3070 1 3/4 N PC HPDL W60 DPC LHR\RHR (CL-GEN; CV-VON; HN-IVE; SA-SUR)				(384.44)
1	Pair WD 3070 1 3/4 N PC HPDL W60 DPC LHR\RHR (CV-VON; HN-IVE; SA-SUR)				384.44
2	Door Closer	SC71 SS TBWMS	689	FL	306.40
-2	Door Closer	SC71 HW/PA TBWMS	689	FL	(245.60)
-1	Wall Bumper	WS406/407CCV	US32D	IV	(1.50)
			Opening Total		59.30
-1	**Pair Doors #226B**	**ENTRY 205 from MEETING ROOM 226**			**90 LHR\RHR**
1	**Pair Doors #226B**	**ENTRY 205 from MEETING ROOM 226**			**90 LHR\RHR**
-1	Pair WD 3070 1 3/4 N PC HPDL W60 DPC LHR\RHR (CL-GEN; CV-VON; HN-IVE; SA-SUR)				(384.44)
1	Pair WD 3070 1 3/4 N PC HPDL W60 DPC LHR\RHR (CV-VON; HN-IVE; SA-SUR)				384.44
2	Door Closer	SC71 SS TBWMS	689	FL	306.40
-2	Door Closer	SC71 HW/PA TBWMS	689	FL	(245.60)
-1	Wall Bumper	WS406/407CCV	US32D	IV	(1.50)
			Opening Total		59.30
-1	**Pair Doors #AG221**	**CORRIDOR AG202 to STORAGE AG221**			**90 RHA**
1	**Pair Doors #AG221**	**CORRIDOR AG202 to STORAGE AG221**			**90 RHA**
-1	Lockset	9K3-7D14D PATD 7/8"LTC CORMAX PATENTED KEYING	626	BE	(318.50)
1	Lockset	9K3-7D14D PATD 3/4 7/8"LTC CORMAX PATENTED KEYING	626	BE	333.00
			Opening Total		14.50
-1	**Single Door #C106**	**CORRIDOR 120 to INTERVIEW C106**			**90 RH**
1	**Single Door #C106**	**CORRIDOR 120 to INTERVIEW C106**			**90 RH**
1	Gasketing	5050 C-17 17'		NA	16.43
			Opening Total		16.43
-1	**Single Door #C112**	**CORRIDOR C108 to CONSTABLE C112**			**90 RH**
1	**Single Door #C112**	**CORRIDOR C108 to CONSTABLE C112**			**90 RH**
-1	WD 3070 1 3/4 F PC HPDL W60 DPC RH (HN-IVE(3); LO-BES)				(192.22)
1	WD 3070 1 3/4 F PC HPDL W60 DPC RH (HN-IVE(3); HO-GLY; LO-BES)				192.22
1	Overhead Door Stop	904S	US32D	GL	175.00
			Opening Total		175.00

7967 Blankenship Houston, TX 77055 PH: 713-681-8047

Project: 300757 - Williamson County Annex
Contemplated Change Order # 1
Architect Revisions

-1	**Single Door #CO203A**	**CORRIDOR CO207 to CONFERENCE CO203**			**90**	**LH**
1	**Single Door #CO203A**	**CORRIDOR CO207 to CONFERENCE CO203**			**90**	**LH**
1	Auto Door Bottom	423 N 36"		NA		61.17
1	Saddle Threshold	425 36" 10-24 MS/LA	AL	NA		24.90
			Opening Total			86.07
-1	**Single Door #JP210**	**LOBBY 204 from CORRIDOR JP210**			**90**	**LHR**
1	**Single Door #JP210**	**LOBBY 204 from CORRIDOR JP210**			**90**	**LHR**
-1	WD 3070 1 3/4 F PC HPDL W60 DPC LHR (CL-GEN; ED-VON; ET-VON; HN-IVE(3); RW-BAR; WIRESET)					(192.22)
1	WD 3070 1 3/4 F PC HPDL W60 DPC LHR (ED-VON; ET-VON; HN-IVE(3); RW-BAR; WIRESET)					192.22
1	Door Closer	SC71 SS TBWMS	689	FL		153.20
-1	Door Closer	SC71 RW/PA TBWMS	689	FL		(114.80)
-1	Wall Bumper	WS406/407CCV	US32D	IV		(1.50)
			Opening Total			36.90
-1	**Pair Doors #PV101**	**EXTERIOR from STORAGE PV101**			**90**	**RHRA**
1	**Pair Doors #PV101**	**EXTERIOR from STORAGE PV101**			**90**	**RHRA**
-1	Pair HMD F 3070 4 16 A60 SS CW F RHRA (161TB; EPT; FB/STD; PP-REINF; RW; SCR; SW453; UC5/8HW)					(354.21)
1	Pair HMD F 3070 4 16 A60 SS CW F RHRA (EPT; FB/STD; PP-REINF; RW; SCR; SW453; UC5/8HW)					354.21
-1	DBL 6070 ME 16 578 FCW A40 4 2 RHRA (453; 478LS; HSCR; MAS; NH-FBS(2))					(132.86)
1	DBL 6070 ME 16 578 FCW A40 4 2 RHRA (453; HSCR; MAS; NH-FBS(2))					132.86
-1	Electro-mech Lock	9KW3-7DEU14D PATD 7/8"LTC CORMAX PATENTED KEYING RQE	626	BE		(549.00)
1	Electro-mech Lock	9KW3-7DEU14D PATD 24V 3/4 7/8"LTC CORMAX PATENTED KEYING RQE	626	BE		563.50
			Opening Total			14.50

7967 Blankenship Houston, TX 77055 PH: 713-681-8047

Project: 300757 - Williamson County Annex
Contemplated Change Order # 1
Architect Revisions

-1	**Pair Doors #PV102**	**EXTERIOR from STORAGE PV102**			**90 RHRA**
1	**Pair Doors #PV102**	**EXTERIOR from STORAGE PV102**			**90 RHRA**
-1	Pair HMD F 3070 4 16 A60 SS CW F RHRA (161TB; EPT; FB/STD; PP-REINF; RW; SCR; SW453; UC5/8HW)				(354.21)
1	Pair HMD F 3070 4 16 A60 SS CW F RHRA (EPT; FB/STD; PP-REINF; RW; SCR; SW453; UC5/8HW)				354.21
-1	DBL 6070 ME 16 578 FCW A40 4 2 RHRA (453; 478LS; HSCR; MAS; NH-FBS(2))				(132.86)
1	DBL 6070 ME 16 578 FCW A40 4 2 RHRA (453; HSCR; MAS; NH-FBS(2))				132.86
-1	Electro-mech Lock	9KW3-7DEU14D PATD 7/8"LTC CORMAX PATENTED KEYING RQE	626	BE	(549.00)
1	Electro-mech Lock	9KW3-7DEU14D PATD 24V 3/4 7/8"LTC CORMAX PATENTED KEYING RQE	626	BE	563.50
			Opening Total		**14.50**
-1	**Pair Doors #PV103**	**EXTERIOR from STORAGE PV103**			**90 RHRA**
1	**Pair Doors #PV103**	**EXTERIOR from STORAGE PV103**			**90 RHRA**
-1	Pair HMD F 3070 4 16 A60 SS CW F RHRA (161TB; EPT; FB/STD; PP-REINF; RW; SCR; SW453; UC5/8HW)				(354.21)
1	Pair HMD F 3070 4 16 A60 SS CW F RHRA (EPT; FB/STD; PP-REINF; RW; SCR; SW453; UC5/8HW)				354.21
-1	DBL 6070 ME 16 578 FCW A40 4 2 RHRA (453; 478LS; HSCR; MAS; NH-FBS(2))				(132.86)
1	DBL 6070 ME 16 578 FCW A40 4 2 RHRA (453; HSCR; MAS; NH-FBS(2))				132.86
-1	Electro-mech Lock	9KW3-7DEU14D PATD 7/8"LTC CORMAX PATENTED KEYING RQE	626	BE	(549.00)
1	Electro-mech Lock	9KW3-7DEU14D PATD 24V 3/4 7/8"LTC CORMAX PATENTED KEYING RQE	626	BE	563.50
			Opening Total		**14.50**

Section Totals

08 11 13 Hollow Metal Doors & Frames	-
08 14 16 Flush Wood Doors	-
08 71 00 Door Hardware	1,699.70
Pre-Tax Total	**1,699.70**

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	HM	WD	HDWE	AL	LABOR
TOTAL COST	$0.00	$0.00	$1,669.70	$0.00	$0.00
OH & P 15.00%	$0.00	$0.00	$250.46	$0.00	$0.00
SHIPPING & HANDLING	$0.00	$0.00	$166.97	$0.00	$0.00
MACH SETUP FEE	$0.00	$0.00	$0.00	$0.00	$0.00
HDWE COOR FEE	$0.00	$0.00	$0.00	$0.00	$0.00
MOBILIZATION FEE	$0.00	$0.00	$0.00	$0.00	$0.00
FREIGHT OUT	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$2,087.13	$0.00	$0.00

SUB TOTAL		$2,087.13
TAX	0.00%	$0.00
GRAND TOTAL		$2,087

Wm. (Bill) Barnhill, Jr. AHC

Accepted by: _____

Date: ___/___/___

American Door

CONTRACTOR:	CHASCO CONSTRUCTORS	**DATE:**	3/8/2018
ADDRESS:		**ADP JOB #:**	300757
CITY, STATE,ZIP:		**JOB NAME:**	WILLIAMSON
ATTN:	MARK	**REF #:**	ASI #9
FAX#:			

Project: 300757 - Williamson County Annex
Contemplated Change Order # 2
ASI #9 Changes

-1	Single Door #HR116	CORRIDOR HR114 to MEETING HR116	90 LH	
1	Single Door #HR116	CORRIDOR HR114 to MEETING HR116	90 LH	
-1	3070 SL C EGFC 18 KD 4 478 LH			(271.60)
1	3070 SL C EGFC 18 KD 4 714 LH			964.93
			Opening Total	693.33
-1	Single Door #HR117	CORRIDOR HR119 to OFFICE HR117	90 RH	
1	Single Door #HR117	CORRIDOR HR119 to OFFICE HR117	90 RH	
-1	3070 SL C EGFC 18 KD 4 478 RH			(271.60)
1	3070 SL C EGFC 18 KD 4 714 RH			964.93
			Opening Total	693.33
-1	Single Door #HR118	CORRIDOR HR119 to OFFICE HR118	90 RH	
1	Single Door #HR118	CORRIDOR HR119 to OFFICE HR118	90 RH	
-1	3070 SL C EGFC 18 KD 4 478 RH			(271.60)
1	3070 SL C EGFC 18 KD 4 714 RH			964.93
			Opening Total	693.33

Section Totals

08 11 17 Prefinished Steel Door Frames	2,080.00
Pre-Tax Total	**2,080.00**

7967 Blankenship Houston, TX 77055 PH: 713-681-8047

	HM	WD	HDWE	TIMELY	LABOR
TOTAL COST	$0.00	$0.00	$0.00	$2,080.00	$0.00
OH & P 15.00%	$0.00	$0.00	$0.00	$312.00	$0.00
SHIPPING & HANDLING	$0.00	$0.00	$0.00	$0.00	$0.00
MACH SETUP FEE	$0.00	$0.00	$0.00	$0.00	$0.00
HDWE COOR FEE	$0.00	$0.00	$0.00	$0.00	$0.00
MOBILIZATION FEE	$0.00	$0.00	$0.00	$0.00	$0.00
FREIGHT OUT	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$2,392.00	$0.00

SUB TOTAL		$2,392.00
TAX	0.00%	$0.00
GRAND TOTAL		$2,392

Wm. (Bill) Barnhill, Jr. AHC

Accepted by: _____

Date: __/__/__

CHASCO CONSTRUCTORS

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Request

To: Dale Butler
WILLIAMSON COUNTY, TEXAS
710 MAIN STREET, STE 101
GEORGETOWN, TX 78626

Number: 17
Date: 3/27/2018
Job: 20-15092 WILCO ANNEX - GC
Phone:

Description:

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

Item#	Description	Price
1	Additional Floor Boxes	$2,759.00
	Subtotal:	$2,759.00
	Total:	$2,759.00

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

Cc:

Felix Media Solutions

Change Order #2

Project:	Client:	Prepared By:
17CHAS01 - Williamson County Annex	Chasco Constructors P.O. Box 1057 Round Rock TX 78680	Mike Watts mike.watts@felixmediasolutions.com
Contract #:		
Contract Date: 12/28/2017		

1. Additional Floor Boxes **$2,759.00**

Item	*QTY*	*Price*	*Subtotal*
FSR 4" Floor Boxes FL-200-4	8.00	$150.00	$1,200.00
FSR Back Box 4" Deep FL-500P-4-B	5.00	$271.80	$1,359.00
Shipping	1.00	$200.00	$200.00

Subtotal:	**$2,759.00**
*0.000% Tax:	$0.00
TOTAL:	**$2,759.00**

Previous Contract Amount:	$222,165.87
Revised Contract Total:	$224,924.87

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: _____
Felix Media Solutions, Inc.

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Chasco Constructors

CHASCO CONSTRUCTORS

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Request

To: Dale Butler
WILLIAMSON COUNTY, TEXAS
710 MAIN STREET, STE 101
GEORGETOWN, TX 78626

Number: 18
Date: 3/27/2018
Job: 20-15092 WILCO ANNEX - GC
Phone:

Description:

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

Item#	Description	Price
1	Return unused Temp Lighting @ Crawl Space	<$7,238.13>

Subtotal: <$7,238.13>

Total: <$7,238.13>

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

Cc:

Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 7

Change Order No.	Date Submitted	Date Approved	Description	Affected Sub/Supplier	Court Agenda Date	Party of Initiation	Time Ext (Days)	Cost of Work	$ 10,000.00 Temp Lighting at Crawl Space Allowance	$ 10,000.00 Structural Concrete Allowance	$ 10,000.00 Reinforcing Steel Allowance	$ 10,000.00 Structural Steel Allowance	$ 70,000.00 Owner Signage Allowance	$ 10,000.00 Owner Residential Appliance Allowance	$ 60,000.00 Owner Commercial Kitchen Allowance	$ 2,500.00 Owner Interior Blinds Allowance	$ 305,099.00 Owner's Project Contingency	$ 431,081.00 CM Contingency	$ 20,000.00 Misc. Utility costs	$ 449,630.00 General Conditions	$ 418,526.00 Construction Phase Fee	$ 95,947.00 Buyout Savings (Current)	GMP Total	Total Updated Contract Amount
Contract																							$14,919,081.00	**$14,919,081.00**
CO#1, CR#1	10/17/17	10/30/17	Temporary Electrical	CHASCO		CHASCO	0	($18,000.00)									$18,000.00						$0.00	$14,919,081.00
CO#1, CR#2	10/17/17	10/30/17	Revise pavement cross-section	CHASCO		WILCO	10	$82,000.00									($82,000.00)						$0.00	$14,919,081.00
CO#1, CR#3	10/17/17	13/30	Add french drain	CHASCO		CHASCO	5	$32,775.00									($32,775.00)						$0.00	$14,919,081.00
CO#2, CR#4	12/22/17	1/17/18	Revise pier reinforcing at pavilion	CMC		JCJ ENG	0	$1,714.00			($1,714.00)												$0.00	$14,919,081.00
CO#2, CR#4	VOID	VOID	Form Savers at Leave Outs	CMC		JCJ ENG	0	$2,821.00	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
CO#2, CR#5	12/22/17	1/17/18	Electrician Additional Bond Fee	COLVIN		CHASCO	0	$681.00										($681.00)					$0.00	$14,919,081.00
CO#2, CR#6	12/22/17	1/17/18	Waterline Changes	CHASCO		CHASCO	0	$18,743.00											($18,743.00)				$0.00	$14,919,081.00
CO#3, CR#7	12/7/17	12/19/17	Additional Lime Treatment	LHOIST		CHASCO	0	$52,152.70									($52,152.70)						$0.00	$14,919,081.00
CO#4, CR#8	12/22/17	1/17/18	Lime Treatment Deduct	LHOIST		CHASCO	0	($9,585.64)									$9,585.64						$0.00	$14,919,081.00
CO#4, CR#9	12/22/17	1/17/18	Revise Floor Boxes	COLVIN ELECTRIC		KAH	0	$2,245.32									($2,245.32)						$0.00	$14,919,081.00
CO#4, CR#10	12/22/17	1/17/18	Timely Door Frames - Alumatone	AM. DOOR		KAH	0	$3,149.00									($3,149.00)						$0.00	$14,919,081.00
CO#5, CR#11	1/23/18	1/23/18	Add french drain at upper side of pkg lot	CHASCO		CHASCO	0	$37,110.50									($37,110.50)						$0.00	$14,919,081.00
CO#5, CR#12	1/23/18	1/23/18	Revise crawl space drain/waste piping to PVC	ACCENT PLUMBING		HCE	0	($18,000.00)									$18,000.00						$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	demo & relocate exist. light pole/rehead	COLVIN ELECTRIC		CHASCO	0	$6,770.00									($6,770.00)						$0.00	$14,919,081.00
CO#6, CR#14	2/7/18	3/2/18	Revise stair treads per returned submittal	FLOORING SOLUTIONS		KAH	0	$6,573.00									($6,573.00)						$0.00	$14,919,081.00
CO#6, CR#15	2/14/18	3/2/18	Cut/resize tile per KAH	FLOORING SOLUTIONS		KAH	0	$5,808.00									($5,808.00)						$0.00	$14,919,081.00
CO #7, CR #16	3/27/18	4/15/18	Door and Hardware Changes	AMERICAN DOOR		KAH	0	$4,479.13	($4,479.13)														$0.00	$14,919,081.00
CO #7, CR #17	3/27/18	4/15/18	Additional Floor Boxes	FELIX MEDIA		KAH	0	$2,759.00	($2,759.00)														$0.00	$14,919,081.00

Commissioners Court - Regular Session **13.**

Meeting Date: 04/24/2018

Animal Shelter Expansion - Change Order 1

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 Regional Animal Shelter Expansion Project; Change Order # 1 in the amount of $10,295.00 to approve funding for underground utility conflicts, plumbing improvements and additional glazed tile that was not in the original documents, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner's Contingencies.

Background

The utility conflicts were due to new and existing underground utilities which had conflicting elevations which were unknown during the design stage of the project. The plumbing improvements are due to the need to increase the drain and outflow sizes of the kennel trench drains compared to the original design. The glazed tile addition is to cover one area that was not detailed to have glazed tile, but needs to have it installed to complete the glazed tile scope inside of the kennel area.

On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Director, with general authority to approve change orders for the Agreement for Construction Services with Vaughn Construction in relation to the Williamson County Regional Animal Shelter Expansion Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AS Change Order 1

AS CO1 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:41 AM
Form Started By: Gina Wrehsnig		Started On: 04/19/2018 11:34 AM
Final Approval Date: 04/19/2018		

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

CHANGE ORDER NUMBER: 001
DATE: 04/12/18

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

TO CONTRACTOR *(Name and address)*:
J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

ARCHITECT'S PROJECT NUMBER: 16042
CONTRACT DATE: 01/8/18
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Change Order No. 1 includes the below listed Vaughn Change Proposal #1-#5 for Vaughn Project No. 2491-01.
- CP No. 1 - Provide the rerouting of electrical conduits to accomidate new utility lines.
- CP No. 2 - Provide credit to remove Hair Trap (HT-1) from Coppera's Contract.
- CP No. 3 - Provide the upsizing of the 4" service weight animal waste pipes to 6" PVC at New Adoptions Building.
- CP No. 4 - Provide adjustments to plumbing shop drawings to reflect A/E comments for trench drain outfall.
- CP No. 5 - Provide thin glazed tile to the New Adoptions Building's large kennel housing units per Jackson & Ryan's PR 001.

The original Guaranteed Maximum Price was	$	9,499,295.00
The net change by previously authorized Change Orders	$	0.00
The Guaranteed Maximum Price prior to this Change Order was	$	9,499,295.00
The Guaranteed Maximum Price will be unchanged by this Change Order in the amount of	$	0.00
The new Guaranteed Maximum Price including this Change Order will be	$	9,499,295.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 3/6/19

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jackson & Ryan Architects	J.T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
2370 Rice Boulevard, Suite 210 Houston, Tx 77005	10355 Westpark Drive Houston, TX 77042	710 Main Street, Suite 101 Georgetown, TX 78626
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Martha Seng	Mike Simpson, Secretary	Dale Butler
(Typed name)	*(Typed name)*	*(Typed name)*
04/17/18	4/16/2018	4/17/18
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA24)

VAUGHN
CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 23, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Rerouting Electrical Conduits to Accommodate New Utility Lines for the above referenced project.

Pricing for Electrical Rework in Conflict with the Storm System

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0001

QUOTATION :

Item	Labor	Materials	Subs	Total
Storm Sewer Conflict Changes	$0.00	$0.00	$4,625.00	$4,625.00
Electrical Rework for Storm Sewer Conflict Changes	$0.00	$0.00	$2,264.00	$2,264.00
City of Georgetown Electrical Rework for Storm Sewer Conflict Changes	$0.00	$0.00	$3,810.00	$3,810.00
Subcontractor Default Insurance	$0.00	$86.00	$0.00	$86.00
General Works Cleanup and General Labor	$0.00	$0.00	$179.00	$179.00
To Be Funded By CM Contingency	$0.00	$(10,964.00)	$0.00	$(10,964.00)
Totals	$0.00	$(10,878.00)	$10,878.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/27/2018

Accepted

By: _____

Date 3/27/18

VAUGHN CONSTRUCTION

By: _____

Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2								$0	$0	$9,499,295
3								$0	$0	$9,499,295
4								$0	$0	$9,499,295
5								$0	$0	$9,499,295
6								$0	$0	$9,499,295
7								$0	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,677,718**	**$217,118**	**$300,000**	**$1,034,296**	**$270,163**	**$9,499,295**	**$9,499,295**

ACCOUNTS RECEIVABLE BILLING REQUEST FORM

Attn: Jeanie Lunday
Phone: (512) 930-3679
Fax: (512) 930-9027

DATE: March 19, 2018

BUSINESS/ORGANIZATION Vaughn Construction BILLING ADDRESS: 6604 N. Lamar Austin, Texas 78752 CONTACT PERSON: Jay McGilton PHONE: 512-318-1332	DESCRIPTION FOR BILLING: WILCO Animal Shelter Remove 210' of underground primary cable to enable contractor to lower existing conduit. Install 210' of underground primary cable in new conduit. Labor $ 1728.05 Equipment $ 1360.90 Material $ 720.81 $ 3809.76	
REQUESTED BY	GL ACCOUNT # & PROJECT #	AMOUNT TO BILL
Mike Westbrook Electric Operations Manager 512-819-3114 Mike.westbrook@georgetown.org	GL 610-5-0525-51-530	$ 3809.76

BILLING PRIORITY LEVEL

_____ HIGH PRIORITY

(if received in morning will be billed by afternoon; if received in afternoon will be billed the following morning)

x
_____ NORMAL PRIORITY

(will be billed according to standard A/R process of weekly billing guidelines)

****NOTE: No invoicing will be processed until all backup documentation is received.**

SCHMIDT ELECTRIC

CHANGE NOTICE

Schmidt Electric Company, Inc.
9701 FM 1625
Austin, TX 78747

CCN #	**1**
Date:	3/21/2018
Project Name:	WILCO RAS
Project Number:	WILCO RAS
Page Number:	1

Client Address:

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.
2" CONDUIT - PVC40	120	80.39 C	96.47
2" COUPLING - PVC	8	101.26 C	8.10
PVC CEMENT STANDARD (1-QUART)	1	17.06 E	17.06
4"x 10' MASTIC ROLL	1	61.97 E	61.97
Backhoe & operator	1	500.00 E	500.00
"F" gravel	2	350.00 E	700.00
Totals	**133**		**1,383.60**

Summary

General Materials		1,383.60
Total Material		**1,383.60**
GF ST (520)	(6.00 Hrs @ $52.22)	313.32
JW ST (520)	(4.00 Hrs @ $41.34)	165.36
APPRENTICE ST (520)	(4.00 Hrs @ $29.72)	118.88
PROJECT MANAGER	(1.00 Hrs @ $76.97)	76.97
Subtotal		**2,058.13**
Overhead	(@ 10.000 %)	205.81
Subtotal		**2,263.94**
Final Adjustment		0.06
Final Amount		**$2,264.00**

CLIENT ACCEPTANCE

ORIGINAL

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax: (512) 244-0489

17207 - WILCO ANIMAL SHELTER STORM CONFLICT CHANGE PROPOSAL 2

03/22/18

DESCRIPTION	Q'TY	UNIT	TOTAL BID
DUCT BANK CONFLICT			
SAWCUT	66	LF	
DEMO. ASPHALT	18	SY	
DEMO. DUCT BANK	4	CY	
EXCAVATE	36	CY	
TRENCH SAFETY	20	LF	
FLEX BASE	36	TN	
BACKFILL	18	CY	
CONCRETE	6	CY	
HAUL OFF	3	LD	
SUBTOTAL DUCT BANK CONFLICT			**$ 4,625.00**

Williamson County Regional Animal Shelter
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

roject No. & Name: 2491-02 Wilco Regional Animal Shelter DATE 3/23/2018

Contractor Name: Vaughn Construction Change No. 001

scription of Change: Vaughn General Works Labor and Cleanup for Electrical Shutdown

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	General Works Vaughn Labor/General Cleanup	8.0		$ 22.43	$179.00	$ -	$ -
					$ -	$ -	$ -
					$ -		
						$ -	$ -
				SUBTOTAL	$ 179.00	$ -	$ -
					BOND		$ -

Work preformed by the Contractor's own employees		**SUBTOTAL**	$ 179.00
Work up to $10,000.00, add…	15.0%		$ -
Work between $10,000.01 and $20,000.00, add…	10.0%		
Work greater than $20,000.00, add…	7.5%		$ -

Managing subcontracted work		**SUBTOTAL**	$ -
Work up to $10,000.00, add…	10.0%		$ -
Work between $10,000.01 and $20,000.00, add…	7.5%		$ -
Work greater than $20,000.00, add…	5.0%		$ -

Sales Tax 8.25%		$ -
TOTAL FOR THIS CHANGE PROPOSAL	**$**	**179.00**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 27, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0002

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Credit to remove Hair Trap (HT-1) from Copperas Scope 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0002

QUOTATION :

Item	Labor	Materials	Subs	Total
Remove HT-1 from scope	$0.00	$0.00	$(8,139.00)	$(8,139.00)
To Be Credited to CM Contingency	$0.00	$8,139.00	$0.00	$8,139.00
Totals	$0.00	$8,139.00	$(8,139.00)	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/27/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3								$0	$0	$9,499,295
4								$0	$0	$9,499,295
5								$0	$0	$9,499,295
6								$0	$0	$9,499,295
7								$0	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,669,579**	**$225,257**	**$300,000**	**$1,034,296**	**$270,163**	**$9,499,295**	**$9,499,295**

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC	**003 (v2 3/16/18)**
Company Name	Change Proposal No. #
421 Talbot St, Taylor, Tx 76574	**311 - Williamson County Animal Shelter**
Address	Project Name
February 26, 2018	**Vaughn Construction**
Date	Customer Name

DESCRIPTION OF WORK:

1 CREDIT: Remove COPPERA providing and installing HT-1 from plumbing scope

All Change Orders are Subject to price Changes After 2 Weeks

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A.	**For self-performed work:**				
	1. Cost of Materials & Supplies ---------->		$ (6,500.00)		
	2. Cost of Equipment ---------->		$ (200.00)		
	3. Cost of Labor ---------->		$ (484.00)		
	4. Labor Burden ----------		$ -		
	5. Other Total		$ -		
	5. Subtotal ---------->		$ (7,184.00)		
	6. Mark-Up----------	**10%**	$ (718.40)		
	7. Subtotal			$	(7,902.40)
B.	**8. Total Cost for Subcontractors** *(from attached form)*		$ -		
	9. Mark-Up (Verify in Contract)		$ -		
	10. Subtotal of Lines 8 & 9			$	-
C.	**Bonding**				
	11. Cost of Performance & Payment Bonds (if Change Order only)	**3%**	*apply as needed*	$	(237.07)
	(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL			**$**	**(8,139.47)**

D.	Request	**0**	calander day(s) to be added to contract time for this change.

E.	Total HUB percentage for this Change Proposal is	**100%**

Mark C. Weaver

Signature *(COPPERA, LLC)*

Signature (*Customer*)

CHANGE ORDER - BACKUP

Project Name: 311 - Williamson County Animal Shelter

Contractor Name: COPPERA LLC **Change Proposal No.:** 003 (v2 3/16/18)

PROJECT COST ITEMS			Quantity	Unit	Unit Cost	Total Costs
TYPE	**COST CODE**	**DESCRIPTION**				
Labor		CREDIT: Plumber (2x 1 day)	-16	HR	$ 30.25	$ (484.00)
Material		CREDIT: Hair Trap (Park ZT-200)	-1	$	$ 6,500.00	$ (6,500.00)
Equipment		CREDIT: Mini-Excavator	-1	$	$ 200.00	$ (200.00)
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
Other		Freight & Delivery	0	$	$ -	$ -
Other		Safety Supplies	0	$	$ -	$ -
Other		Small Tools & Equipment	0	$	$ -	$ -
Other		Warranty	0	$	$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 27, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Upsizing 4" Service Weight Animal Waste Pipes in New Adoption Building to 6" PVC 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0003

QUOTATION :

Item	Labor	Materials	Subs	Total
Credit for Upsizing 4" Service Weight Anima Waste Pipes in New Adoption Building to 6" PVC	$0.00	$0.00	$(5,645.00)	$(5,645.00)
Change Hair Trap Line from 4" to 6" PVC	$0.00	$0.00	$1,700.00	$1,700.00
To Be Credited to CM Contingency	$0.00	$3,924.00	$0.00	$3,924.00
Subcontractor Default Insurance	$0.00	$21.00	$0.00	$21.00
Totals	$0.00	$3,945.00	$(3,945.00)	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/30/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4								$0	$0	$9,499,295
5								$0	$0	$9,499,295
6								$0	$0	$9,499,295
7								$0	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
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15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,665,634**	**$229,181**	**$300,000**	**$1,034,317**	**$270,163**	**$9,499,295**	**$9,499,295**

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC	**02 (v2 - 3/26/18)**
Company Name	Change Proposal No. #
421 Talbot St, Taylor, Tx 76574	**311 - Williamson County Animal Shelter**
Address	Project Name
February 9, 2018	**Vaughn Construction**
Date	Customer Name

DESCRIPTION OF WORK:

1 Upsize 4" Service Weight Animal Waste pipes in New Adoption Building to 6" PVC

EXCLUSIONS:

1 Drains and P-Traps remain per specifications

2 Circuit Venting Pricing

3 Sanitary Waste piping

All Change Orders are Subject to price Changes After 2 Weeks

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A.	**For self-performed work:**				
	1. Cost of Materials & Supplies ---------->		$ (10,624.69)		
	2. Cost of Equipment ---------->		$ -		
	3. Cost of Labor ---------->		$ 3,591.89		
	4. Labor Burden ----------	53%	$ 1,903.70		
	5. Other Total		$ 146.69		
	5. Subtotal ---------->		$ (4,982.41)		
	6. Mark-Up----------	10%	$ (498.24)		
	7. Subtotal			$	(5,480.65)
B.	**8. Total Cost for Subcontractors** *(from attached form)*		$ -		
	9. Mark-Up (Verify in Contract)	15%	$ -		
	10. Subtotal of Lines 8 & 9			$	-
C.	**Bonding**				
	11. Cost of Performance & Payment Bonds (if Change Order only)	3%	*apply as needed*	$	(164.42)
	(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL			$	**(5,645.07)**

D.	Request	**0**	calander day(s) to be added to contract time for this change.

E.	Total HUB percentage for this Change Proposal is	**100%**

Mark C. Weaver

Signature *(COPPERA, LLC)*

Signature (*Customer*)

CHANGE ORDER - BACKUP

Project Name: 311 - Williamson County Animal Shelter

Contractor Name: COPPERA LLC **Change Proposal No.:** 02 (v2 - 3/26/18)

PROJECT COST ITEMS			Quantity	Unit	Unit Cost	Total Costs
TYPE	COST CODE	DESCRIPTION				
Labor		Plumber 4" CI **CREDIT**	-275.01	HR	$ 30.25	$ (8,319.05)
Labor		Plumber 6" PVC	393.75	HR	$ 30.25	$ 11,910.94
Material		4" Service Weight **CREDIT**	-1	$	$ 23,701.19	$ (23,701.19)
Material		6" PVC	1	$	$ 13,076.50	$ 13,076.50
						$ -
						$ -
						$ -
			0		$ -	$ -
			0		$ -	$ -
Other		Freight & Delivery	1	$	$ -	$ -
Other		Safety Supplies	1	$	$71.84	$ 71.84
Other		Small Tools & Equipment	1	$	$287.35	$ 287.35
Other		Warranty	1	$	-$212.49	$ (212.49)
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
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			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
					$ -	$ -
					LABOR	**$ 3,591.89**
					LABOR BURDEN	**$ 1,903.70**
					MATERIAL	**$ (10,624.69)**
					EQUIPMENT	**$ -**
					OTHER	**$ 146.69**
Work Self Performed			**OH/P**		**SUBTOTAL (less SUB)**	**$ (4,982.41)**
Work Self Performed Markup			10.0%		**OH/P**	**$ (498.24)**

from cover sheet ----- TOTAL FOR SUBCONTRACTOR	**$ -**
from cover sheet ----- TOTAL FOR BONDING	**$ (164.42)**
TOTAL FOR SELF PERFORMED WORK ON THIS CHANGE PROPOSAL (SEE COVER PAGE FOR MORE DETAILS)	**$ (5,645.07)**

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax: (512) 244-0489

17207 - WILCO ANIMAL SHELTER 6" HAIR TRAP LINE CHANGE PROPOSAL BUDGET

02/14/18

DESCRIPTION	Q'TY	UNIT	TOTAL BID
WASTEWATER			
4" HAIR TRAP LINE	-152	LF	
4" CLEANOUT	-2	EA	
6" HAIR TRAP LINE	152	LF	
6" CLEANOUT	2	EA	
SUBTOTAL WASTEWATER			**$ 1,700.00**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 27, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0004

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Adjustments to Shop Drawings to Reflect A/E Review Comments for Trench Drain Outfall 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0004

QUOTATION :

Item	Labor	Materials	Subs	Total
Adjustments to Shop Drawings to Reflect A/E Review Comments for Trench Drain Outfall	$0.00	$0.00	$412.00	$412.00
To Be Funded By Cm Contingency	$0.00	$(412.00)	$0.00	$(412.00)
Totals	$0.00	$(412.00)	$412.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/27/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5								$0	$0	$9,499,295
6								$0	$0	$9,499,295
7								$0	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,666,046**	**$228,769**	**$300,000**	**$1,034,317**	**$270,163**	**$9,499,295**	**$9,499,295**

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC	**004 (v2 3/26/18)**
Company Name	Change Proposal No. #
421 Talbot St, Taylor, Tx 76574	**311 - Williamson County Animal Shelter**
Address	Project Name
March 11, 2018	**Vaughn Construction**
Date	Customer Name

DESCRIPTION OF WORK:

1 Adjust shop drawings to reflect A/Es change to trench drain outfall (north of plan view versus center branch drain)

All Change Orders are Subject to price Changes After 2 Weeks

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A.	**For self-performed work:**				
	1. Cost of Materials & Supplies ---------->		$ -		
	2. Cost of Equipment ---------->		$ -		
	3. Cost of Labor ---------->		$ -		
	4. Labor Burden ----------		$ -		
	5. Other Total		$ -		
	5. Subtotal ---------->		$ -		
	6. Mark-Up----------	**10%**	$ -		
	7. Subtotal			$	-
B.	**8. Total Cost for Subcontractors** *(from attached form)*		$ 400.00		
	9. Mark-Up (Verify in Contract)		$ -		
	10. Subtotal of Lines 8 & 9			$	400.00
C.	**Bonding**				
	11. Cost of Performance & Payment Bonds (if Change Order only)	**3%**	*apply as needed*	$	12.00
	(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL			**$**	**412.00**

D.	Request	**2**	calander day(s) to be added to contract time for this change.

E.	Total HUB percentage for this Change Proposal is	**100%**

Mark C. Weaver

Signature *(COPPERA, LLC)*

Signature (*Customer*)

CHANGE ORDER - BACKUP

Project Name: 311 - Williamson County Animal Shelter

Contractor Name: COPPERA LLC **Change Proposal No.:** 004 (v2 3/26/18)

PROJECT COST ITEMS			Quantity	Unit	Unit Cost	Total Costs
TYPE	**COST CODE**	**DESCRIPTION**				
Subcontractor		Shop Drawing rework	10	$/HR	$ 40.00	$ 400.00
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
Other		Freight & Delivery	0	$	$ -	$ -
Other		Safety Supplies	0	$	$ -	$ -
Other		Small Tools & Equipment	0	$	$ -	$ -
Other		Warranty	0	$	$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
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			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
			0		$ -	$ -
					$ -	$ -
					LABOR	**$ -**
					LABOR BURDEN	**$ -**
					MATERIAL	**$ -**
					EQUIPMENT	**$ -**
					OTHER	**$ -**
Work Self Performed			**OH/P**		**SUBTOTAL (less SUB)**	**$ -**
Work Self Performed Markup			10.0%		**OH/P**	**$ -**

from cover sheet ----- TOTAL FOR SUBCONTRACTOR	**$ 400.00**
from cover sheet ----- TOTAL FOR BONDING	**$ 12.00**
TOTAL FOR SELF PERFORMED WORK ON THIS CHANGE PROPOSAL (SEE COVER PAGE FOR MORE DETAILS)	**$ 412.00**

VAUGHN
CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 28, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0005

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Add Thin Glazed Tile to the New Adoptions Building's Large Kennel Housing Units Per Jackson & Ryan's PR 01 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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0005

QUOTATION :

Item	Labor	Materials	Subs	Total
Add Thin Glazed Tile to the New Adoptions Building's Large Kennel Housing Units	$0.00	$0.00	$11,472.00	$11,472.00
Painting Credit to Add Thin Glazed Tile to the New Adoptions Building's Large Kennel Housing Units	$0.00	$0.00	$(383.00)	$(383.00)
Subcontractor Default Insurance	$0.00	$143.00	$0.00	$143.00
CM Fee	$0.00	$383.00	$0.00	$383.00
To Be Funded Owners Contingency	$0.00	$(11,615.00)	$0.00	$(11,615.00)
Totals	$0.00	$(11,089.00)	$11,089.00	$0.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/28/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
6								$0	$0	$9,499,295
7								$0	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,677,135**	**$228,769**	**$288,385**	**$1,034,460**	**$270,546**	**$9,499,295**	**$9,499,295**

JACKSON & RYAN
ARCHITECTS

2370 Rice Boulevard, Suite 210
Houston, TX 77005
713.526.5436

02/13/2018

Proposal Request
PR # 001 - Thin Glazed Tile at Kennels

☑ CONTRACTOR ☑ FIELD ☑ ARCHITECT ☐ CONSULTANT ☑ OWNER ☐ OTHER

Project: Williamson County Regional Animal Shelter

Attn: Cheryl Schneider
1855 SE Inner Loop
Georgetown, TX 78626

Date Issued: 02/13/2018
Contract For: WilCo Animal Shelter
Contract Dated: 01/08/2018
Architect's Project Number: 16042

To Contractor: Vaughn Construction

Attn: Thomas Morrill
6604 N. Lamar
Austin, TX 78752

Owner: Williamson County

Attn: Dale Butler
3101 SE Inner Loop
Georgetown, TX 78626

THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN. Please submit and itemized proposal for changes to the Contract Sum and/or Contract Time to complete the proposed modifications to the Contract Documents described herein.

Description:

This PR adds thin glazed tile finish at the New Adoptions Building's large kennel housing units.

The thin tile provides a resilient finish on the inside face of the 8" CMU exterior walls at the kennel housing, to match the adjacent Structural Glazed Tile walls.

Attachments:

This PR consists of two (2) full-size (24x36) drawing sheets - A.3-3.01 and A.3-7.05.

Issued by the Architect:

(*Signature*)

Martha Seng, FAIA

(*Printed Name*)

MAIN BUILDING

ROOM NAME	ROOM NO.	HOUSING QTY.
CAT ISO - URI	109	14 CATS
CAT ISO - RINGWORM	111	6 CATS
CAT ISO - RINGWORM	112	6 CATS
CAT QUARANTINE	116	6 CATS
MATERNITY CATS	119	6 CATS
MATERNITY CATS	121	33 CATS
STRAY CAT	130	14 CATS
		85 CATS

KENNEL BUILDING

ROOM NAME	ROOM NO.	HOUSING QTY.
STRAY DOGS	200	11 DOGS
SMALL DOG	201	6 SMALL DOGS
STRAY PUPPIES	204	15 PUPPIES
STRAY DOGS	206	11 DOGS
QUARANTINE DOGS	208	14 DOGS
DOG ISO	217	6 DOGS
		63 DOGS

NEW ADOPTIONS BUILDING

ROOM NAME	ROOM NO.	HOUSING QTY.
PUPPIES / SMALL DOGS	301	32 PUPPIES / SMALL DOGS
ADOPTION DOGS	308	12 DOGS
ADOPTION DOGS	314	12 DOGS
ADOPTION DOGS	315	12 DOGS
ADOPTION DOGS	321	12 DOGS
ADOPTION CATS	405	42 CATS
COLONY	406	5 CATS
ADOPTION CATS / KITTENS	409	32 CATS / KITTENS
COLONY	413	5 CATS / KITTENS
		80 DOGS AND 84 CATS TOTAL
		GRAND TOTAL: 143 DOGS AND 169 CATS

FLOOR PLAN - GENERAL NOTES

A. REFER TO A.3-9.40 FOR WINDOW AND LOUVER TYPES AS DESIGNATED BY: (A)

B. REFER TO SPRAY ON R-19 INSULATION ON UNDER SIDES OF CONCRETE DECK AT CONDITIONED SPACES BELOW UNCONDITIONED SPACES U.O.N.

C. REFER TO SHEETS A.3-9.00 FOR FINISH SCHEDULES.

D. REFER TO SHEET A9.60 FOR TYPICAL FIRE RESISTANCE REQUIREMENTS.

E. DIMENSIONS ARE SHOWN TO FACE OF GYP. BOARD, U.O.N.

F. CLEAR DIMENSIONS IN RESTROOMS ARE TO FACE OF TILE WAINSCOT/TOILET PARTITION.

G. REFER TO SHEET A0.53, FOR RESTROOM FIXTURE MOUNTING HEIGHTS.

H. UNLESS NOTED OTHERWISE, THE SAME WALL TYPE NEXT TO A DOOR OR OPENING SHALL CONTINUE OVER THE DOOR OPENING.

J. SEE PLUMBING SHEETS FOR LOCATIONS OF FLOOR DRAINS.

K. FE - INDICATES FIRE EXTINGUISHER IN A SEMI-RECESSED CABINET

L. AED - INCIATES A SEMI-RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET. (DEFIBRILLATOR EQUIPMENT PROVIDED BY OWNER.)

M. CJ - INDICATES THE LOCATION OF CONTROL JOINT IN INTERIOR GYP BOARD WALLS. REFER TO INTERIOR ELEVATIONS. IF ADDITIONAL CJ ARE REQUIRED PER SPECIFICATIONS, VERIFY LOCATIONS WITH ARCHITECT PRIOR TO CONSTRUCTION

N. REFER ALSO TO INTERIOR ELEVATIONS FOR MILLWORK AND STAINLESS STEEL COUNTERS AND SHELVES SCOPE. PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THIS WORK.

P. REFER TO SHEET A.3-3.0Xd FOR DIMENSIONED FLOOR PLANS

Q. REFER TO A.3-9.20 FOR DOOR TYPES AS DESIGNATED BY: (101)

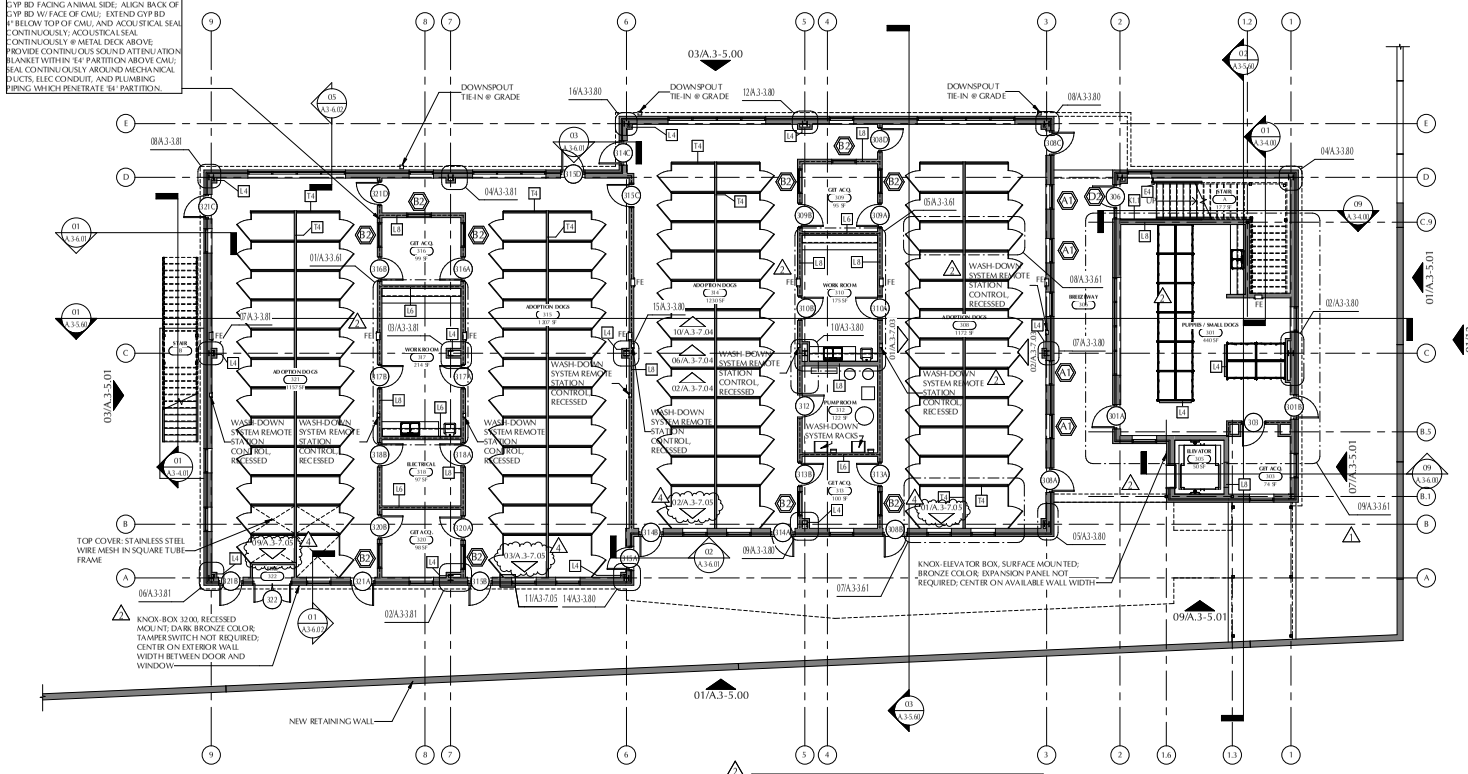
R. REFER TO A9.60 & A9.61 FOR TYPICAL PARTITION DETAILS AS DESIGNATED BY: (C-1.X)

S. ONE HOUR FIRE RATING INDICATED BY: (- - - -)

GENERAL NOTES FOR GROUND LEVEL:

ALL INTERIOR CMU WALLS TO TERMINATE @ 10'-0" ABOVE FINISHED FLOOR.

AT CMU WALLS DESIGNATED W/ DASHED LINE: PROVIDE PARTITION 'E4' AT TOP OF WALL, W/ GYP BD FACING ANIMAL SIDE; ALIGN BACK OF GYP BD W/ FACE OF CMU; EXTEND GYP BD 6" BELOW TOP OF CMU, AND ACOUSTICAL SEAL CONTINUOUSLY; ACOUSTICAL SEAL CONTINUOUSLY @ METAL DECK ABOVE; PROVIDE CONTINUOUS SOUND ATTENUATION BLANKET WITHIN 'E4' PARTITION ABOVE CMU; SEAL CONTINUOUSLY AROUND MECHANICAL DUCTS, ELEC CONDUIT, AND PLUMBING PIPING WHICH PENETRATE 'E4' PARTITION.



PROVIDE KENNEL WASH-DOWN SYSTEM. BASIS OF DESIGN: MOMENTUM 2.1 BY SPRAY MASTER TECHNOLOGIES (INCLUDING PUMPS, PUMP RACKS, MAIN CONTROLS, SSTL TUBING, 50' HOSE REELS, AND REMOTE STATION CONTROLS). OR EQUAVILENT SYSTEM

01 GROUND LEVEL
1/8" = 1'-0"

Date Issued:

09/27/17	ISSUE FOR PERMIT
1 10/18/17	ADDENDUM 01
2 11/07/17	ADDENDUM 02
11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
1 02/13/18	PR 001

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428

LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353

STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130

MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SIEGEL 8678 STATE OF TEXAS

02/13/18

Sheet Content:

NEW ADOPTIONS - GROUND LEVEL FLOOR PLAN

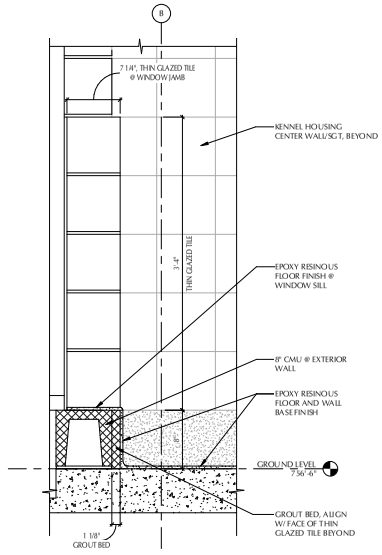
SCALE: As indicated

Copyright 2016 JACKSON & RYAN, ARCHITECTS

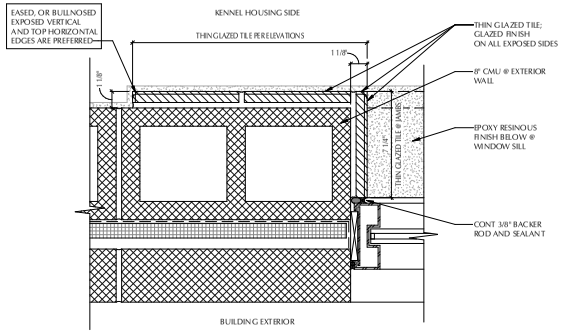
Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at jobsite; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

A.3-3.01

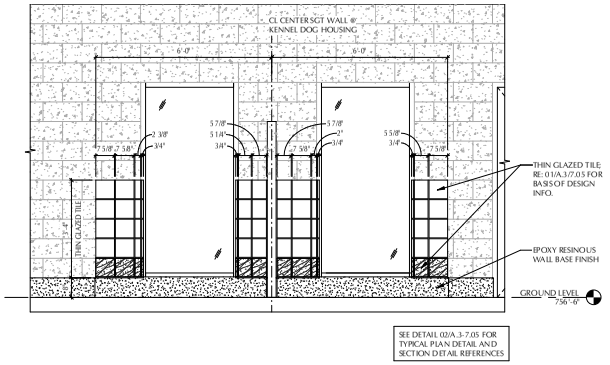
Plot Date: 09/27/17



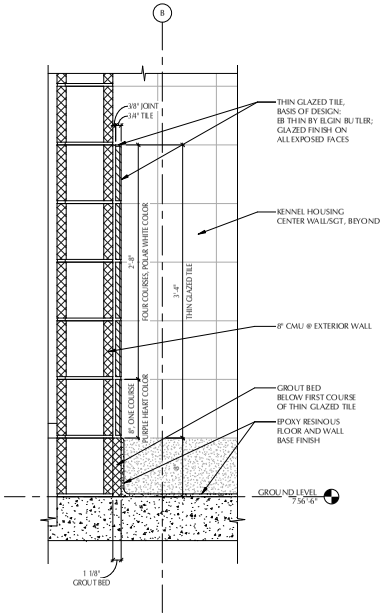
15 EXTERIOR WALL, SECTION @ GLAZING JAMB
1 1/2" = 1'-0"



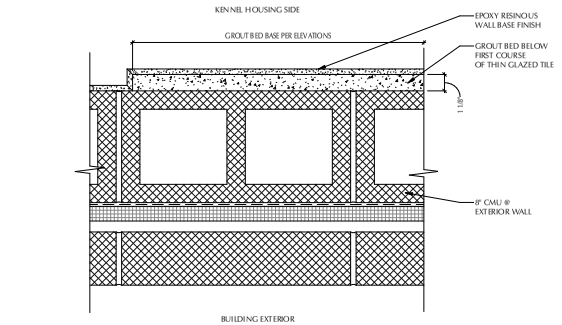
11 PLAN DETAIL @ THIN GLAZED TILE
3" = 1'-0"



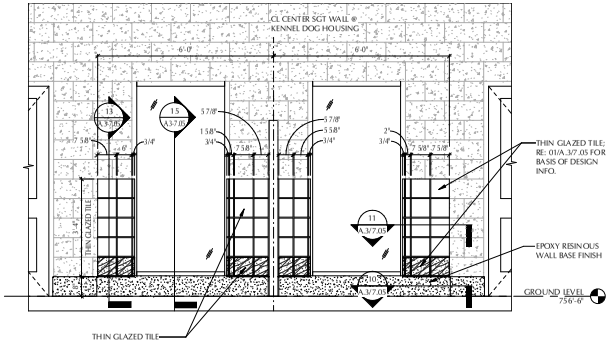
03 GLAZED TILE @ EXTERIOR WALL - RM 315
1/2" = 1'-0"



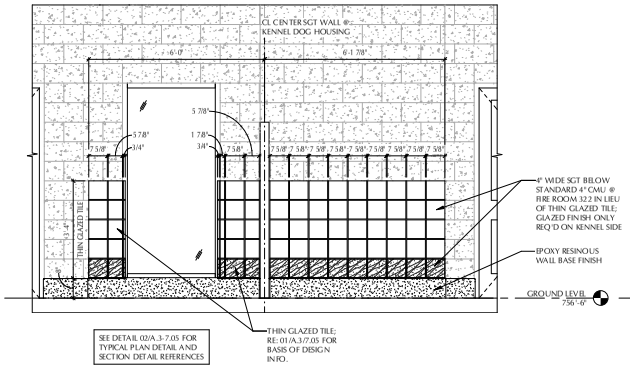
13 EXTERIOR WALL, SECTION @ THIN GLAZED TILE
1 1/2" = 1'-0"



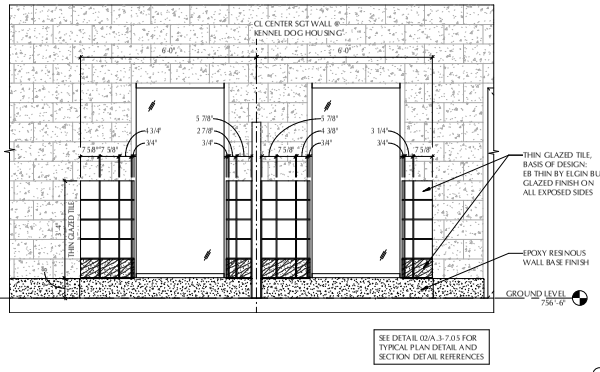
10 PLAN DETAIL @ GROUT BED
3" = 1'-0"



02 GLAZED TILE @ EXTERIOR WALL - RM 314
1/2" = 1'-0"



09 GLAZED TILE @ EXTERIOR WALL - RM 321
1/2" = 1'-0"



01 GLAZED TILE @ EXTERIOR WALL - RM 308
1/2" = 1'-0"

Date Issued:
△1 02/13/18 PR 001

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428

LANDSCAPE ARCHITECT
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MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SIEGEL 8678 STATE OF TEXAS

12/13/12

Sheet Content:

INTERIOR ELEVATIONS

SCALE: As indicated

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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at jobsite; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

A.3-7.05 △1

Plot Date: 02/05/18

BRAZOSMASONRY

SINCE 1989

March 2, 2018

ATTN: Brandon Smith
Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

PROJECT: Williamson County Regional Animal Shelter
LOCATION: Georgetown TX

CHANGE ORDER PROPOSAL

Below you will find pricing to perform additional work on the above referenced project.

DESCRIPTION OF CHANGE:

This price is for adding thin glazed tile per PR 01

Per: BMI Pricing Request:# 03

ITEM	QUANTITY	UNIT OF MEASURE	U/P LABOR	**TOTAL LABOR**	U/P MAT	**TOTAL MAT**	**TOTAL**
Grey block	15	ea.	$ 3.89	$58.35	$ 1.32	$19.80	$78.15
4w10 spl white	95	ea.	$ 10.46	$993.70	$ 11.95	$1,135.25	$2,128.95
4w12a spl white	25	ea.	$ 10.46	$261.50	$ 55.82	$1,395.50	$1,657.00
4wa spl white	95	ea.	$ 10.46	$993.70	$ 5.27	$500.65	$1,494.35
4w10 spl purple	25	ea.	$ 10.46	$261.50	$ 14.40	$360.00	$621.50
4wa spl purple	30	ea.	$ 10.46	$313.80	$ 6.67	$200.10	$513.90
Glazed shops	120	sq. ft.		$0.00	$ 0.85	$102.00	$102.00
Setting mortar	2	ea.		$0.00	$ 14.45	$28.90	$28.90
Pointing Mortar	720	L/F	$ 0.96	$691.20		$0.00	$691.20
Pointing Mortar	3.0	ea.			$ 266.00	$798.00	$798.00
Wash-down	120	sq. ft.	$ 0.90	$108.00	$ 0.25	$30.00	$138.00
Misc. Equipment, materials, access.	48	hrs.			$ 20.25	$972.00	$972.00
SUB TOTAL				$3,681.75		$5,542.20	$9,223.95
LABOR BURDEN @	36.00%						$1,325.43
MATERIAL TAX	0.00%						$0.00
SUB TOTAL							$10,549.38
OVERHEAD @	5.00%						$461.20
PROFIT @	5.00%						$461.20
GRAND TOTAL					**Add**		$11,472.00

Duration of Working Days ADDED to Contract Schedule: 6.00

Please send a change order as soon as possible if this work is to take place. Work under this proposal will NOT take place unless formal change order is received.

Sincerely,
Brazos Masonry, Inc.

Jerrad Bohannon

Jerrad Bohannon
Project Manager

ACTION DECORATING, INC.

Commercial & Residential Painting

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

REQUEST FOR PRICING

March 26, 2018

Vaughn Construction

Attn: Thomas Morrill

Re: WILCO – Regional Animal Shelter – PR01

Request: Replace painted cmu with glazed tile at elevations 1,2,3 & 9 A.3-301

Credit for labor and materials

Labor 6 hours x 56.25 = $ 337.50

Materials = $ 45.00

Credit Amount ($ -382.50)

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

Amy Kirkham

Amy Kirkham for Action Decorating, Inc.

Vaughn Construction

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Court Agenda Date	Party of Initiation	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
				Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP			-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1		Contractor	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1		Contractor	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1		Contractor	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1		Architect	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1		Architect	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals				**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6										$0	$0	$9,499,295
7										$0	$0	$9,499,295
8										$0	$0	$9,499,295
9										$0	$0	$9,499,295
10										$0	$0	$9,499,295
11										$0	$0	$9,499,295
12										$0	$0	$9,499,295
13										$0	$0	$9,499,295
14										$0	$0	$9,499,295
15										$0	$0	$9,499,295
16										$0	$0	$9,499,295
17										$0	$0	$9,499,295
18										$0	$0	$9,499,295
19										$0	$0	$9,499,295
20										$0	$0	$9,499,295
21										$0	$0	$9,499,295
22										$0	$0	$9,499,295
23										$0	$0	$9,499,295
24										$0	$0	$9,499,295
25										$0	$0	$9,499,295
26										$0	$0	$9,499,295
27										$0	$0	$9,499,295
28										$0	$0	$9,499,295
29										$0	$0	$9,499,295
30										$0	$0	$9,499,295
31										$0	$0	$9,499,295
32										$0	$0	$9,499,295
33										$0	$0	$21,530,927
34										$0	$0	$9,499,295
35										$0	$0	$9,499,295
36										$0	$0	$9,499,295
37										$0	$0	$9,499,295
38										$0	$0	$9,499,295
39										$0	$0	$9,499,295
40										$0	$0	$9,499,295
Current Amounts				**0**	**0**	**$7,677,135**	**$228,769**	**$288,385**	**$1,034,460**	**$270,546**	**$9,499,295**	**$9,499,295**

Commissioners Court - Regular Session **14.**

Meeting Date: 04/24/2018

Discuss consider and take appropriate action on approval of the final plat for the Sonterra West Section 12C subdivisior - Pct 3

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 Sonterra West Section 12C subdivision - Pct 3.

Background

This is the first section of the Sonterra West Section 12 development. It consists of 11 single family lots and no new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

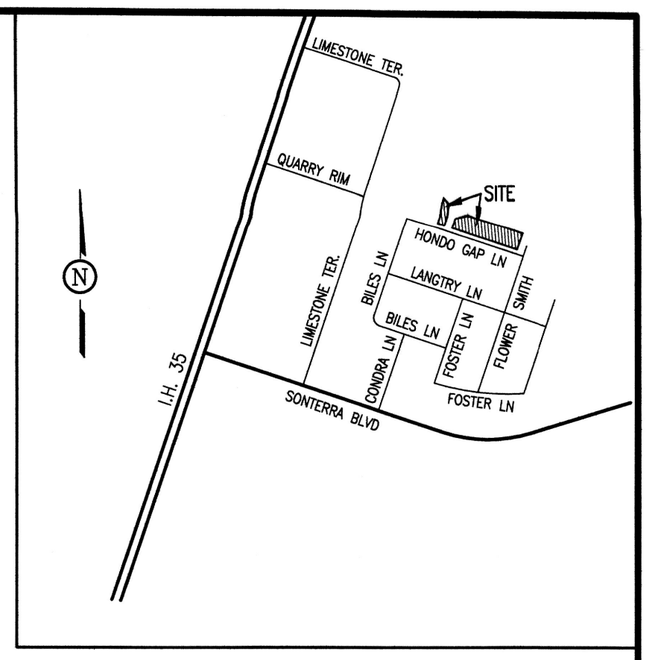
Attachments

Final Plat - Sonterra West Sec 12C

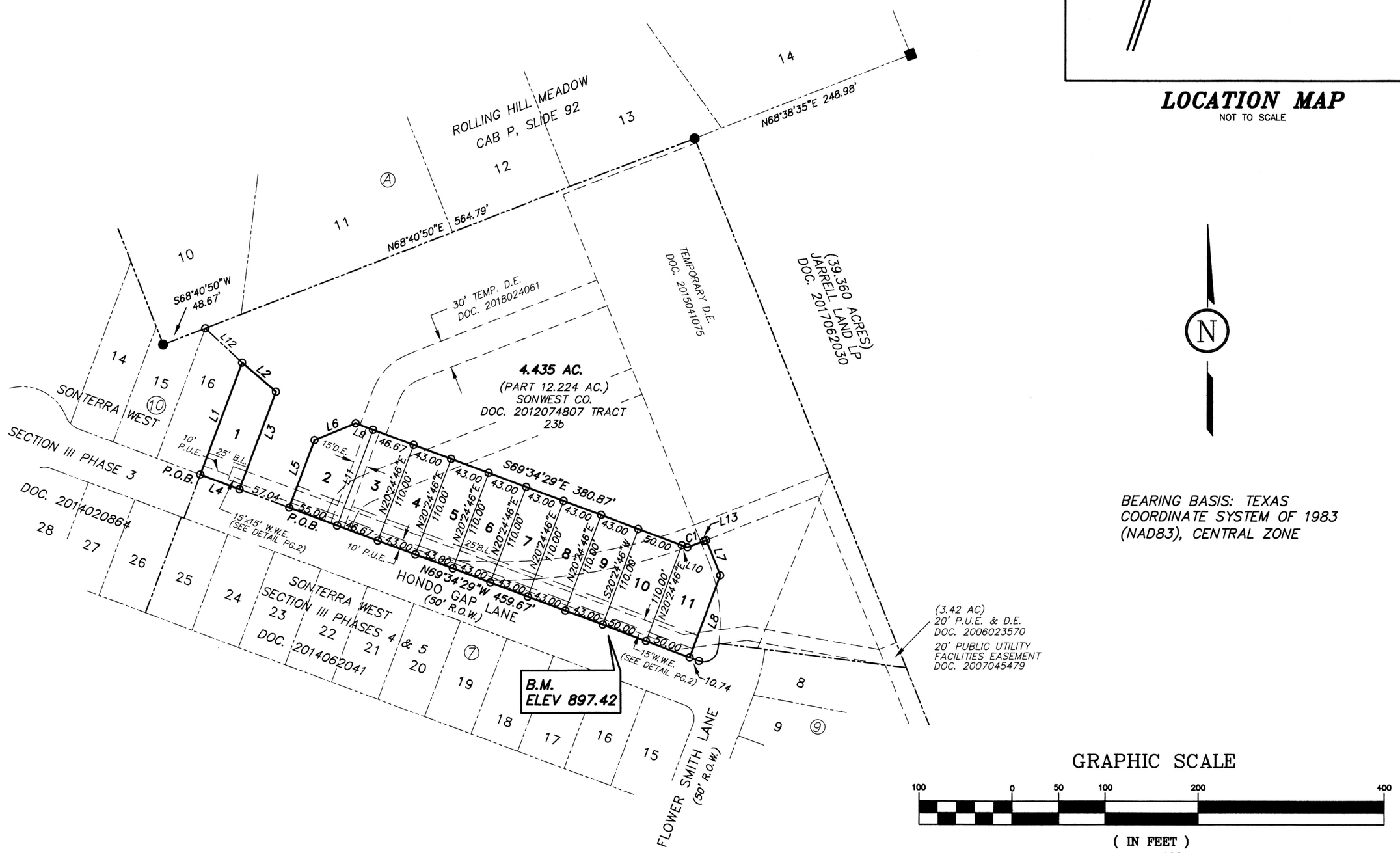
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:41 AM
Form Started By: Adam Boatright		Started On: 04/19/2018 10:35 AM
Final Approval Date: 04/19/2018		

FINAL PLAT
SONTERRA WEST
SECTION 12C



LOCATION MAP
NOT TO SCALE



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGAL DESCRIPTION:
1.274 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO.
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746
512-368-4000

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE DAWSON ENGINEERS, INC.
FIRM NO. F-470
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE (512) 454-8711

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
PHONE (512) 443-1174
FAX (512) 443-1550

BENCHMARK - SQUARE CUT ON CORNER INLET, NORTH SIDE OF HONDO GAP LANE, +/- 143 FEET WEST OF CL FLOWER SMITH LANE
ELEV. 897.42 - NAVD88 (GEOID 12A)

LAND USE SUMMARY:

SINGLE FAMILY LOTS	*11*
TOTAL LOTS	*11*

BUILDING SETBACKS:

FRONT STREET	*25'*
REAR	*10'*
SIDE	*5'*

LINE TABLE

LINE	BEARING	LENGTH
L1	N20°24'47"E	128.61
L2	S49°09'38"E	48.02
L3	S20°24'47"W	111.86
L4	N69°34'29"W	45.00
L5	N20°25'31"E	77.50
L6	N67°39'56"E	47.87
L7	S21°46'55"E	40.83
L8	S20°24'46"W	93.97
L9	N69°34'29"W	19.85
L10	N69°34'29"W	6.37
L11	S20°25'31"W	110.00
L12	N46°56'20"W	54.18
L13	N68°21'27"E	2.42

CURVE TABLE

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C1	610.00	1°47'49"	9.57	19.13	19.13	N69°15'22"E

LEGEND

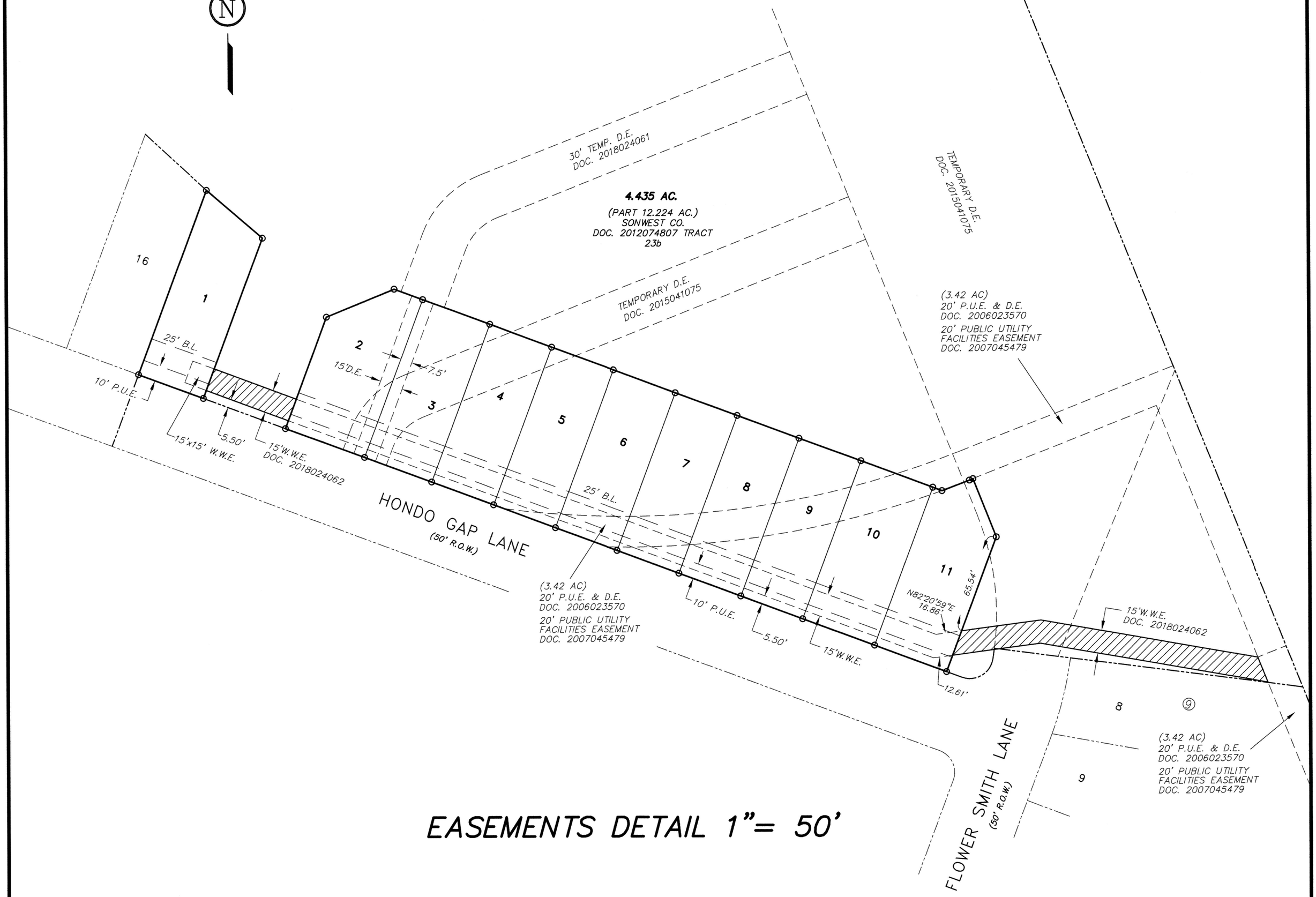
- ■ CONCRETE MONUMENT FOUND
- ● 1/2"STEEL PIN FOUND (UNLESS NOTED)
- ○ 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- ⊙ PIPE FOUND
- ▲ NAIL FOUND
- △ COMPUTED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- E.E. ELECTRIC EASEMENT
- B.L. BUILDING LINE
- (BRG.~DIST.) RECORD CALL
- Ⓡ BLOCK LABEL
- M.L.F.E. MINIMUM LOWEST FLOOR ELEVATION NAVD88
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

REVISED FEBRUARY 28, 2018

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
SURVEY #: 2005-0363SS-2 F.B.

FINAL PLAT
SONTERRA WEST
SECTION 12C



EASEMENTS DETAIL 1"= 50'

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FINAL PLAT
SONTERRA WEST
SECTION 12C

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

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

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) THE MINIMUM 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.

20) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH SIDE AND REAR LOT LINE FOR PUBLIC UTILITIES.

21) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

FIELD NOTE DESCRIPTION
1.274 ACRES
ISAAC BUNKER SURVEY, A-54
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 1.274 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 12.224 ACRE TRACT CALLED TRACT 23b IN DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2012074807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 1.274 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FIRST PART, CONTAINING 0.124 ACRE AND SECOND PART, CONTAINING 1.150 ACRES AS FOLLOWS:

NOTE: All steel pins set cited herein are ½ inch diameter with cap marked Lenz & Assoc. Bearings cited herein are based on the Texas Coordinate System of 1983 (NAD83), Central Zone.

FIRST PART – 0.124 ACRE

BEGINNING, at a steel pin set previously on the north right-of-way line of Hondo Gap Lane at the southeast corner of Lot 16, Block 10, Sonterra West Section III, Phase 3, a subdivision of record in Document Number 2014020864 of the Official Public Records of Williamson County, Texas;

THENCE, N 20°24'47" E, a distance of 128.61 feet to a steel pin set previously at the northeast corner of the said Lot 16;

THENCE, S 49°09'38" E, 48.02 feet to a steel pin set;

THENCE, S 20°24'47" W, a distance of 111.86 feet to a steel pin set on the north right-of-way line of Hondo Gap Lane;

THENCE, N 69°34'29" W, a distance of 45.00 feet along the north right-of-way line of Hondo Gap Lane to the PLACE OF BEGINNING, containing 0.124 acre of land, more or less.

SECOND PART – 1.150 ACRES

BEGINNING, at a steel pin set on the north right-of-way line of Hondo Gap Lane, from which a steel pin set previously at the southeast corner of Lot 16, Block 10, Sonterra West Section III, Phase 3, a subdivision of record in Document Number 2014020864 of the Official Public Records of Williamson County, Texas bears N 69°34'29" W, 102.04 feet;

THENCE, N 20°25'31" E, a distance of 77.50 feet to a steel pin set;

THENCE, N 67°39'56" E, a distance of 47.87 feet to a steel pin set;

THENCE, S 69°34'29" E, a distance of 380.87 feet to a steel pin set;

THENCE, with a curve to the left, having a central angle of 01°47'49", a radius of 610.00 feet, an arc of 19.13 feet and a chord bearing and distance of N 69°15'22" E, 19.13 feet to a steel pin set;

THENCE, N 68°21'27" E, a distance of 2.42 feet to a steel pin set;

THENCE, S 21°46'55" E, a distance of 40.83 feet to a steel pin set;

THENCE, S 20°24'46" W, a distance of 93.97 feet to a steel pin set on the north right-of-way line of Hondo Gap Lane;

THENCE, N 69°34'29" W, a distance of 459.67 feet along the north right-of-way line of Hondo Gap Lane to the PLACE OF BEGINNING, containing 1.150 acres of land, more or less.

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
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4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
SURVEY #: 2005-0363SS-2 F.B.

FINAL PLAT
SONTERRA WEST
SECTION 12C

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., A TEXAS CORPORATION, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THE REAMINDER OF THAT CERTAIN 12.224 ACRE TRACT OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, CALLED TRACT 23b IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2012074807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 1.274 ACRES OF THE SAID TRACT IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "SONTERRA WEST SECTION 12C" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON. SAID TRACT IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. 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 TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 5th DAY OF April, 2018 A.D.

SONWEST CO., A TEXAS CORPORATION
BY: ANDY BILGER, VICE PRESIDENT
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 5th DAY OF April, 2018, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 08-14-2020

MARY HELEN TELLO
My Notary ID # 126626500
Expires August 14, 2020

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

4-4-2018
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, MICHAEL S. FISHER, P.E. AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILIAMSON COUNTY, TEXAS.

4/5/18
MICHAEL S. FISHER DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE DAWSON ENGINEERS, INC., F-470

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER
4/5/18

APPROVED FOR 911 SERVICE THIS THE 5th DAY OF April, 2018 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS SONTERRA WEST SECTION 8-I, HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
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4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
SURVEY #: 2005-0363SS-2 F.B.

Commissioners Court - Regular Session **15.**

Meeting Date: 04/24/2018

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 9 subdivision - Pct 3

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 Highlands at Mayfield Ranch Section 9 subdivision - Pct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 69 single family lots, 2 open space lots, and 3,083 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $135,168.00 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Highlands at Mayfield Ranch Sec 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:41 AM
Form Started By: Adam Boatright		Started On: 04/19/2018 11:16 AM
Final Approval Date: 04/19/2018		

Commissioners Court - Regular Session **16.**

Meeting Date: 04/24/2018

John Sneed retirement proclamation

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation honoring John Sneed, Senior Director of Williamson County Emergency Services, on his retirement after nearly 37 years of service to the county.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation: John Sneed retirement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:21 PM
Form Started By: Garry Brown		Started On: 04/17/2018 04:22 PM
Final Approval Date: 04/18/2018		

PROCLAMATION

WHEREAS, John Ireland Sneed became a Williamson County employee on October 1, 1981, which also happened to be the day the last of the dinosaurs became extinct; and

WHEREAS, John started his Wilco service as an EMS field medic, who then became EMS Director in 1993, and later, Senior Director of Emergency Services in 2008 (a newly created position at the time); and

WHEREAS, a number of milestones were established under John's direction, such as a 350% increase in the number of EMS stations across the county, and the Offices of HazMat, Wireless Communications, Emergency Management, and Fire Marshal were all created; and

WHEREAS, John's leadership is further evident in the number of boards and committees on which he served- Founding member of Capital Area Trauma Regional Advisory Council (16 years as Chair), Chair of the Austin Community College Paramedic Education Board, current Chair of the Williamson County Employee Benefits Committee, and current member of the county's Fleet Committee; and

WHEREAS, John was named 1998 Emergency Management Coordinator of the Year from the National Weather Service and the 2009 Lifetime Achievement Award by the 100 Club; and

WHEREAS, The Emergency Services departments and their employees reflected his dedication by improving outcomes for county residents and thereby winning numerous awards themselves;

NOW THEREFORE BE IT PROCLAMED, because we can't purchase a Rolex watch, that the Williamson County Commissioners Court commend and thank John Sneed for his 13,356 days of service to Williamson County and wish him all the best in his new endeavors.

Signed on this date: _____

_____

Dan Gattis, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Larry Madsen, Commissioner Precinct 4

Commissioners Court - Regular Session **17.**

Meeting Date: 04/24/2018

Proclamation- Air Quality Awareness Week 2018

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclaiming April 30 - May 4, 2018 Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation: Air Quality Awareness Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Garry Brown		Started On: 04/17/2018 04:16 PM
Final Approval Date: 04/18/2018		

PROCLAMATION

WHEREAS, air quality threatens our environment, economy, and the health of Williamson County residents; and

WHEREAS, the 2017 ozone design value in the Austin-Round Rock MSA is 69 ppb which is 1 ppb below the National Ambient Air Quality for ground level ozone of 70ppb; and

WHEREAS, while air quality is improving in Central Texas, regional air pollution levels were considered "Moderate" or worse on more than 30% of days in 2017, according to the national Air Quality Index; and

WHEREAS, children, older adults, people with lung disease, and people with heart disease, make up about two out of every five residents of Central Texas, and are particularly affected adversely by poor air quality; and

WHEREAS, Williamson County supports public awareness about the quality of local and regional air quality and asks members of our community to take steps that reduce their exposure to air pollution, as well as, help reduce the emissions that contribute towards poor air quality in the region; and

WHEREAS, Williamson County is a member of the Central Texas Clean Air Coalition of the Capital Area Council of Governments (CAPCOG) and supports the Coalition's efforts to promote regional air quality;

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court hereby declares April 30 - May 4, 2018, as Air Quality Awareness Week in Williamson County, Texas, and encourages our residents and employees to educate themselves about air quality, including visiting CAPCOG's Air Central Texas (ACT) website www.aircentraltexas.org, and to promote air quality and its awareness within the community.

Signed on this date: _____

_____

Dan Gattis, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Larry Madsen, Commissioner Precinct 4

Commissioners Court - Regular Session **18.**

Meeting Date: 04/24/2018

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

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/19/2018 08:59 AM
Form Started By: Lydia Linden		Started On: 03/16/2018 02:33 PM
Final Approval Date: 03/19/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 04/24/2018

Bagdad Road at CR 278 LAN Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Bagdad Road at CR 278 contract between Williamson County and Lockwood, Andrews & Newnam, Inc. relating to the 2013 Road Bond Program. Project: P438 Bagdad Rd at CR 278. Funding Source: Road Bonds.

Background

The PSA is being amended to cover tasks and costs that were not included in the original scope to include bid phase services, construction phase services, and roadway landscaping. Amendment also adds rate categories for Design Workshop, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bagdad@CR278-LAN-ContractAmendment1

Bagdad@CR278-LAN-Supp3WA1

Bagdad@CR278-LAN-WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Marie Walters		Started On: 04/17/2018 04:06 PM
Final Approval Date: 04/18/2018		

RECEIVED
APR 13 2018
BY: PST

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Road at CR 278 ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LOCKWOOD, ANDREWS & NEWNAM, INC. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective February 12th, 2016 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 500,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 500,000.00 to $ 560,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: Robert D. Austin
Signature

Robert D. Austin, P.E.
Printed Name

Sr. Associate, Team Leader
Title

4/12/2018
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

ok
4/11/18

EXHIBIT D

RATE SCHEDULE

Design Workshop, Inc.

Role	Labor Category	Hourly Rate
Landscape Architect	Principal in Charge	$200
Landscape Architect	Project Manager	$150
Landscape Architect	Architect #1	$100
Landscape Architect	Architect #2	$100

RECEIVED
APR 13 2018
BY: PST

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:

Bagdad Road at CR 278

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 12, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Lockwood, Andrews & Newnam, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 30, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are not amended.

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached)

III. The Work Authorization shall terminate on August 31, 2019. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $493,717.00 to $514,704.00. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: Robert D. Austin Signature	By: _____ Signature
Robert D. Austin, P.E. Printed Name	_____ Printed Name
Sr. Associate, Team Leader Title	_____ Title
April 12, 2018 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR BAGDAD ROAD AT CR 278

PROJECT DESCRIPTION

Existing Facility

The existing Bagdad Road consists of one 11 foot lane in each direction with three foot shoulders within existing right of way varying between 70 to 80 feet. CR 278 consists of one 9 foot lane in each direction to the east of Bagdad Road and terminates at Bagdad Road.

Proposed Facility

The proposed project includes the reconstruction of an interim section of Bagdad Road for approximately 1000 feet to the north and 1000 feet to the south of CR 278 and the extension of CR 278 approximately 2500 to the west from Bagdad Road.

The interim section of Bagdad Road will consist of one lane in each direction, a northbound left turn lane into the extension of CR 278, and a southbound right turn lane into the extension of CR 278, as well as northbound and southbound acceleration lanes from the extension of CR 278. The roadway design will accommodate a future shared use path on the west side of the Bagdad Road and along the extension of CR 278 and proposed right of way will consist of a minimum of 150 feet.

1. PROJECT MANAGEMENT
   a. Coordinate with Design Workshop to save two trees by modifying a plan sheet, cross sections and earthwork.

7. FINAL ENGINEERING

a. Modify 100% PS&E to accommodate Design Workshop's request to save two trees (Plan Sheet, Cross Sections, and Earthwork).

8. BIDDING PHASE SERVICES

   a. Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder.

10. Design Workshop, Inc. – Completion of 100% plans
    a. Develop the final plans, specifications and estimates for construction of the project. Finalize 100% plans, address comments and provide coordination with the County.

1. Additional Coordination with the engineering team in the form of meetings or conference calls
2. Address comments provided on comment log as they pertain to provided plans, return comment log noting changes/comments
3. Design modifications based on comments
4. Provide additional information per HNTB request
5. Modify bid form and specifications as needed
6. Update detailing as required by comments

SUPPLEMENTAL NO. 3 to WA #1
ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: Lockwood, Andrews & Newnam, Inc.
LAN CONTRACT NO.: 140-10987-100
PROJECT NAME: Bagdad at CR 278

TASK SUMMARY

TASK	TOTAL	LAN (Prime)	SWCA (Env)	HVJ (Geo)	DW (Landscape Arch)	SAM (TOPO-R/W)
TASK 1: PROJECT MANAGEMENT	$ 403.00	$ 403.00	$ -	$ -		$ -
TASK 2: ROUTE AND DESIGN STUDIES	$ -	$ -	$ -	$ -		$ -
TASK 3: TOPOGRAPHIC AND ROW SURVEYS	$ -	$ -	$ -	$ -		$ -
TASK 4: PUBLIC INVOLVEMENT	$ -	$ -	$ -	$ -		$ -
TASK 5: GEOTECHNICAL INVESTIGATIONS	$ -	$ -	$ -	$ -		$ -
TASK 6: ENVIRONMENTAL INVESTIGATIONS	$ -	$ -	$ -	$ -		$ -
TASK 7: FINAL ENGINEERING	$ 3,092.00	$ 3,092.00	$ -	$ -		$ -
TASK 8: BIDDING PHASE SERVICES	$ 8,092.00	$ 8,092.00	$ -	$ -		$ -
TASK 10:DESIGN WORKSHOP - 100% PLANS	$ 9,100.00				$ 9,100.00	
Direct Expenses	$ 300.00	$0.00	$0.00	$0.00	$300.00	$0.00
TOTAL	**$20,987.00**	$ 11,587.00	$ -	$ -	$ 9,400.00	$ -

ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: Lockwood, Andrews & Newnam, Inc.
LAN CONTRACT NO.: 140-10987-100
PROJECT NAME: Bagdad at CR 278

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PLANNER	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	DESIGNER III	ENGINEER II	QA/QC	ADMIN CLERICAL	TOTAL LABOR HRS. & COSTS
TASK 1: PROJECT MANAGEMENT											
a. Coordination for Design Workshop's tree saving modifications	1		1								$ 403.00
											$ -
HOURS SUB-TOTALS	1	0	1	0	0	0	0	0	0	0	2
CONTRACT RATE PER HOUR	$ 230.00	$ 140.00	$ 173.00	$ 166.00	$ 129.00	$ 115.00	$ 104.00	$ 102.00	$ 253.00	$ 72.00	
TOTAL LABOR COSTS	$230.00	$0.00	$173.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$403.00
% DISTRIBUTION OF STAFFING	50.0%	0.0%	50.0%	0.0%	0.0%	0.00%	0.00%	0.00%	0.00%	0.00%	

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PLANNER	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	DESIGNER III	ENGINEER II	QA/QC	ADMIN CLERICAL	TOTAL LABOR HRS & COSTS	TOTAL
TASK 7: FINAL ENGINEERING												
a. Modification of 100% PS&E to accommodate Design Workshop's request to save two trees (Plan Sheet, Cross Sections, Earthwork).	2		8				12				$ 3,092.00	
											$ -	
											$ -	
											$ -	
											$ -	
HOURS SUB-TOTALS	2	0	8	0	0	0	12	0	0	0	22	$ -
CONTRACT RATE PER HOUR	$ 230.00	$ 140.00	$ 173.00	$ 166.00	$ 129.00	$ 115.00	$ 104.00	$ 102.00	$ 253.00	$ 72.00		
TOTAL LABOR COSTS	$460.00	$0.00	$1,384.00	$0.00	$0.00	$0.00	$1,248.00	$0.00	$0.00	$0.00	$ 3,092.00	
% DISTRIBUTION OF STAFFING	9.1%	0.0%	36.4%	0.0%	0.0%	0.0%	54.5%	0.0%	0.00%	0.00%		
TASK 7: FINAL ENGINEERING											$ 3,092.00	

ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: Lockwood, Andrews & Newnam, Inc.
LAN CONTRACT NO.: 140-10987-100
PROJECT NAME: Bagdad at CR 278

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PLANNER	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	DESIGNER III	ENGINEER II	QA/QC	ADMIN CLERICAL	TOTAL LABOR HRS. & COSTS	TOTAL
Task 8: Bliding Phase Services												
Attend pre-bid meeting	5										$ 1,150.00	
Respond to bidder's questions			8								$ 1,384.00	
Prepare project addenda during bid period			12			8	8				$ 3,828.00	
Analyze contractor's bids			4								$ 692.00	
Prepare bid tabulation			4								$ 692.00	
Recommend award for apparent low bidder			2								$ 346.00	
											$ -	
HOURS SUB-TOTALS	5	0	30	0	0	8	8	0	0	0	51	$ -
CONTRACT RATE PER HOUR	$ 230.00	$ 140.00	$ 173.00	$ 166.00	$ 129.00	$ 115.00	$ 104.00	$ 102.00	$ 253.00	$ 72.00		
TOTAL LABOR COSTS	$1,150.00	$0.00	$5,190.00	$0.00	$0.00	$920.00	$832.00	$0.00	$0.00	$0.00	$ 8,092.00	
% DISTRIBUTION OF STAFFING	22.7%	0.0%	136.4%	0.0%	0.0%	36.4%	36.4%	0.0%	0.00%	0.00%		
Task 8: Bliding Phase Services											$ 8,092.00	

TASK	TOTAL MH BY TASK	TASK
TASK 1: PROJECT MANAGEMENT	2	$403.00
TASK 2: ROUTE AND DESIGN STUDIES	0	$0.00
TASK 3: TOPOGRAPHIC AND ROW SURVEYS	0	$0.00
TASK 4: PUBLIC INVOLVEMENT	0	$0.00
TASK 5: GEOTECHNICAL INVESTIGATIONS	0	$0.00
TASK 6: ENVIRONMENTAL INVESTIGATIONS	0	$0.00
TASK 7: FINAL ENGINEERING	22	$3,092.00
TASK 8: BIDDING PHASE SERVICES	51	$ 8,092.00
SUBTOTAL LABOR EXPENSES	75	**$11,587.00**
OTHER DIRECT EXPENSES - DESIGN	**# OF UNITS**	**COST/UNIT**
REPRODUCTION (11"x17") (3 FORMAL SUBM)		$ 0.20	$0.00
OVERNIGHT MAIL (LETTER)		$ 15.00	$0.00
OVERNIGHT MAIL (BOX)		$ 30.00	$0.00
TDLR Registration & Design Review		$ 550.00	$0.00
TDLR Construction Review		$ 650.00	$0.00
TCEQ CZP Permit Fee		$ 6,500.00	$0.00
SUBTOTAL DIRECT EXPENSES			**$0.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$11,587.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	$11,587.00

ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: Lockwood, Andrews & Newnam, Inc.
LAN CONTRACT NO.: 140-10987-100
PROJECT NAME: Bagdad at CR 278

DESIGN WORKSHOP, INC.

TASK DESCRIPTION	PRINCIPLE IN CHARGE	PROJECT MANAGER	PROJECT LANSCAPE ACRHITECT #1	PROJECT LANSCAPE ACRHITECT #2					TOTAL LABOR HRS. & COSTS
TASK NO. 10 - COMPLETION OF 100% PLANS									
1. Additional Coordination with Engineer		8	2	2					$1,600.00
2. Address comments provided on comment log as they pertain to provided plans; return comments log addressing comments		1	8	8					$1,750.00
3. Design modifications based on comments		4	4	8					$1,800.00
4. Provide additional information per HNTB request		4	4	8					$1,800.00
5. Modify bid form and specifications as needed		2	1	2					$600.00
6. Update/Modify detailing based on provided comments		1	4	4					$950.00
7. QA/QC	3								$600.00
SUB-TOTALS	3	20	23	32	0	0	0	0	$9,100.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
SUB-TOTALS	0	0	0	0	0	0	0	0	$0.00
HOURS SUB-TOTALS	3	20	23	32	0	0	0	0	78
CONTRACT RATE PER HOUR	$200.00	$150.00	$100.00	$100.00	$0.00	$0.00	$0.00	$0.00	
TOTAL LABOR COSTS	$600.00	$3,000.00	$2,300.00	$3,200.00	$0.00	$0.00	$0.00	$0.00	$9,100.00

OTHER DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**							
Expenses (printing/mileage)	1	$300.00							$300.00
		$0.00							$0.00
		$0.00							$0.00
SUBTOTAL DIRECT EXPENSES									**$300.00**

SUMMARY	
LABOR COSTS	$9,100.00
NON-SALARY (OTHER DIRECT EXPENSES)	$300.00
TOTAL SAM SURVEY	**$9,400.00**

RECEIVED
APR 13 2018
BY: PST

WORK AUTHORIZATION NO. 2
PROJECT: BAGDAD AT CR 278

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 12, 2016 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LOCKWOOD, ANDREWS & NEWNAM, INC. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is twenty nine thousand five hundred two dollars ($29,502.00).

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

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

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

OK MY 4/13/18

EXECUTED this 11TH day of APRIL, 2018.

ENGINEER:	COUNTY:
Lockwood, Andrews & Newnam, Inc.	Williamson County, Texas
By: Robert D. Austin	By:
Signature	Signature
Robert D. Austin, P.E.	
Printed Name	Printed Name
Sr. Associate, Team Leader	
Title	Title

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

Existing Facility
The existing Bagdad Road consists of one 11 foot lane in each direction with three foot shoulders within existing right of way varying between 70 to 80 feet. CR 278 consists of one 9 foot lane in each direction to the east of Bagdad Road and terminates at Bagdad Road.

Proposed Facility
The proposed project includes the reconstruction of an interim section of Bagdad Road for approximately 1000 feet to the north and 1000 feet to the south of CR 278 and the extension of CR 278 approximately 2500 to the west from Bagdad Road.

The interim section of Bagdad Road will consist of one lane in each direction, a northbound left turn lane into the extension of CR 278, and a southbound right turn lane into the extension of CR 278, as well as northbound and southbound acceleration lanes from the extension of CR 278. The roadway design will accommodate a future shared use path on the west side of the Bagdad Road and along the extension of CR 278 and proposed right of way will consist of a minimum of 150 feet.

General Scope

1. CONSTRUCTION PHASE SERVICES

   a. REQUESTS FOR INFORMATION - RFIs (5 assumed):

      - Attend pre-construction meeting
      - Attend site visits and/or meetings to gather data and information for RFI responses.
      - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required.

   b. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (5 assumed):

      - Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor.

   c. PLAN REVISIONS FOR FIELD CHANGES (10 sheets assumed):

- Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

d. ATTEND MEETINGS (2 assumed):

- Engineer will attend meetings at the project site or Williamson County representative office, as requested.

- Visit the project site on request (16 hours per visit) during construction to address questions on interpretation of plans.

e. WATER QUALITY BMP CERTIFICATION:

- Engineer will visit the project site and review the construction work related to adherence to the permanent water quality design plans. Provide a list of issues to be corrected to the GEC, if necessary.

- Engineer will prepare and submit to TCEQ a letter certifying that the permanent BMPs were constructed as designed.

2. DELIVERABLES

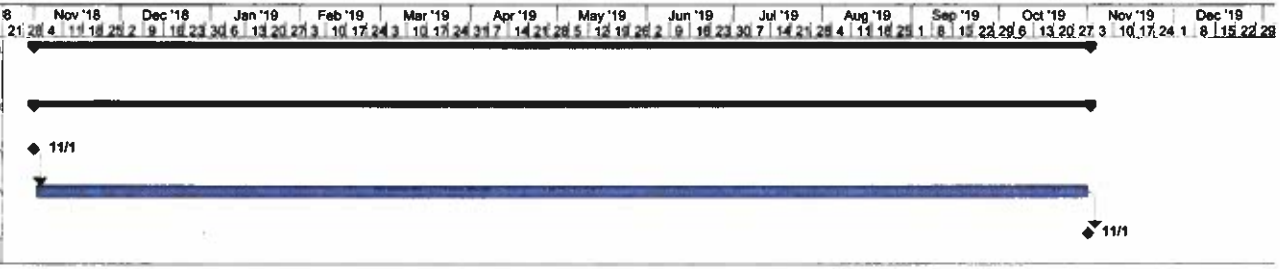
a. All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

Highway: Bagdad Road at CR278

Attachment C - Schedule

Engineering Services Contract
Williamson County 2013 Road Bond Program
Work Authorization No. 2

ID	Task Name	Duration	Start	Finish
1	**Construction Phase Services**	**262 days**	**Thu 11/1/18**	**Fri 11/1/19**
2	**NTP**	**262 days**	**Thu 11/1/18**	**Fri 11/1/19**
3	Begin Construction	1 day	Thu 11/1/18	Thu 11/1/18
4	Construction	260 days	Fri 11/2/18	Thu 10/31/19
5	End Construction	1 day	Fri 11/1/19	Fri 11/1/19



ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: Lockwood, Andrews & Newnam, Inc.
LAN CONTRACT NO.: 140-10987-100
PROJECT NAME: Bagdad at CR 278

TASK SUMMARY

TASK	TOTAL	LAN (Prime)	SWCA (Env)	HVJ (Geo)	SAM (TOPO-R/W)
TASK 1: Construction Phase Services	$ 29,502.00	$ 29,502.00	$ -	$ -	$ -
Direct Expenses	$ -	$0.00	$0.00	$0.00	$0.00
TOTAL	$29,502.00	$ 29,502.00	$ -	$ -	$ -

ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: Lockwood, Andrews & Newnam, Inc.
LAN CONTRACT NO.: 140-10987-100
PROJECT NAME: Bagdad at CR 278

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PLANNER	ENGINEER VI	ENGINEER V	ENGINEER IV	ENGINEER III	DESIGNER III	ENGINEER II	QA/QC	ADMIN CLERICAL	TOTAL LABOR HRS. & COSTS
TASK 1: CONSTRUCTION PHASE SERVICES											
											$ -
a. Respond to RFI (5 assumed)	5		20				5				$ 5,130.00
b. Review Contractor Shop Drawings (5 assumed)	5		20				5				$ 5,130.00
c. Plan Revisions for Field Changes (10 sheets assumed)	10		30				20				$ 9,570.00
d. Attend Meetings (2 assumed)	16		16								$ 6,448.00
e. Water Quality BMP Certification	8		8								$ 3,224.00
											$ -
HOURS SUB-TOTALS	44	0	94	0	0	0	30	0	0	0	168
CONTRACT RATE PER HOUR	$ 230.00	$ 140.00	$ 173.00	$ 166.00	$ 129.00	$ 115.00	$ 104.00	$ 102.00	$ 253.00	$ 72.00	
TOTAL LABOR COSTS	$10,120.00	$0.00	$16,262.00	$0.00	$0.00	$0.00	$3,120.00	$0.00	$0.00	$0.00	$29,502.00
% DISTRIBUTION OF STAFFING	26.2%	0.0%	56.0%	0.0%	0.0%	0.00%	17.86%	0.00%	0.00%	0.00%	
SUBTOTAL ENVIRONMENTAL PERMITTING											**$29,502.00**

TASK											TOTAL MH BY TASK	TASK
TASK 1: CONSTRUCTION PHASE SERVICES											168	$29,502.00
SUBTOTAL LABOR EXPENSES											168	**$29,502.00**
OTHER DIRECT EXPENSES - DESIGN	**# OF UNITS**		**COST/UNIT**									
REPRODUCTION (11"x17") (3 FORMAL SUBM)			$ 0.20									$0.00
OVERNIGHT MAIL (LETTER)			$ 15.00									$0.00
OVERNIGHT MAIL (BOX)			$ 30.00									$0.00
TDLR Registration & Design Review			$ 550.00									$0.00
TDLR Construction Review			$ 650.00									$0.00
TCEQ CZP Permit Fee			$ 6,500.00									$0.00
SUBTOTAL DIRECT EXPENSES												**$0.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$29,502.00
ON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	$29,502.00

Commissioners Court - Regular Session **20.**

Meeting Date: 04/24/2018

Great Oaks Bridge at Brushy Creek P.E. Structural Consultants Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Great Oaks Bridge at Brushy Creek contract between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program. Project: P270 Great Oaks Drive Bridge. Funding Source: Road Bonds.

Background

The increase in compensation cap is to cover additional tasks associated with water quality, drainage and hydraulic design and flood mitigation, redesign of the bridge and retaining walls, evaluation of various bridge designs to determine the most cost effective design, additional environmental assessment due to increased area, evaluation of alternatives to minimize Army Corp of Engineering mitigation and permitting requirements, and to cover construction phase services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GrtOaks@BrushyCrk-PE-ContractAmendment1

GrtOaks@BrushyCrk-PE-Supp1WA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Marie Walters		Started On: 04/17/2018 04:20 PM
Final Approval Date: 04/18/2018		

RECEIVED
APR 17 2018
BY: PSI

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
GREAT OAKS BRIDGE AT BRUSHY CREEK ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and P.E. Structural Consultants, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective May 9, 2017 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ $1,025,000.00 ; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $1,025,000.00 to $ $1,575,000.00 .

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

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

ENGINEER:

By: _____
Signature

Joelle S. Rosentswieg, P.E.
Printed Name

Vice President
Title

March 27, 2018
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

ok 4/17/18

RECEIVED
APR 17 2018
BY: PSL

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
GREAT OAKS BRIDGE AT BRUSHY CREEK

This Supplemental Work Authorization No.1 to Work Authorization No.1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 9, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and P.E. Structural Consultants, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No.1 dated effective May 9, 2017 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".

II. The Work Authorization shall terminate on October 31, 2019. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

III. The maximum amount payable for services under the Work Authorization is hereby increased from $976,000.00 to $1,351,000.00. The Fee Schedule for these additional services is attached hereto as Attachment "D".

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

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

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

ENGINEER:	**COUNTY:**
By: _____ Signature	By: _____ Signature
Joelle S. Rosentswieg, P.E. Printed Name	_____ Printed Name
Vice President Title	_____ Title
April 17, 2018 Date	_____ Date

ok
4/17/16

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County *(N/A – see original Work Authorization)*

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedules

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR Great Oaks Bridge at Brushy Creek
Supplemental No.1 to Work Authorization No.1

GENERAL DESCRIPTION OF THE ADDITIONAL SERVICES:

The additional services to be performed by the Engineer under this Supplemental Work Authorization shall consist of engineering and preparation of Plans, Specifications and Estimates for the items detailed below, which were not specified in the original scope of the Great Oaks Bridge at Brushy Creek Project.

DESIGN TASKS ASSOCIATED WITH THE ADDITIONAL SERVICES:

TASK 2 – GEOTECHNICAL SERVICES

Additional Scope Completed During 30% Effort:

2.1 Provided additional geotechnical recommendations for retaining walls subject to inundation and scour, including recommendations for special backfill/ embankment and retaining wall foundation improvement.

TASK 3 – FIELD SURVEYING

Additional Scope for Extended Bridge Re-Design Effort:

3.1 Extend limits of field survey along Oak Ridge Drive. Assume up to one day of additional survey work will be required.

- Additional 40-foot-wide corridor extending 150 feet east of current survey limits at the east end of Oak Ridge Drive.
- Additional 40-foot-wide corridor extending 250 feet west of current survey limits along Oak Ridge Drive.

3.2 Obtain spot elevations to calibrate previous survey work with current survey work.

3.3 Coordinate finish floor elevations of residential properties near the proposed bridge (elevations surveyed previously by others).

3.4 Extend the current limits of the established existing Right of Way for Oak Ridge Drive west of the previously-surveyed Right of Way limits to encompass expanded project limits. Take up to one additional day for additional survey work.

3.5 Add new survey data to existing design files (tin and 2d, 3d, contour and ROW drawing files).

TASK 4 – ROADWAY DESIGN CONTROLS

Additional Scope Completed During 30% Effort:

4.1 Incorporated parking lot into roadway design and plans. Identify concerns with parking lot and pedestrian tunnel elevations and prepare exhibits demonstrating those issues.

4.2 Developed preliminary alternatives for raising parking lot and vertical profiles for the Great Oaks Drive and Brushy Creek Rd.

4.3 Revised plans to raise parking lot and pedestrian tunnels to at least match the elevation of existing paved parking on the south side of Brushy Creek Rd.

- Incorporated raising parking lot and pedestrian tunnels while holding the bridge to a minimal raise in grade and maintaining original project limits.
- Revised the profile grades for Great Oaks, Brushy Creek Rd, Hairy Man Rd, Oak Ridge Dr, both pedestrian tunnels, the sidewalk on the southeast quadrant down to the trail and the sidewalk from the duck pond to the trail.
- Revised cross sections to verify the revised profiles will meet project requirements, determine wall needs, and update earthwork quantities.

4.4 Revised plans to change sidewalk width on east side of Great Oaks Drive from 5ft wide to 10ft wide.

- Revised typical sections to accommodate wider sidewalk.
- Updated cross sections and earthwork for wider sidewalk.
- Revised bridge cross-slope and section for wider sidewalk.

4.5 Reviewed tunnel and retaining wall locations in relation to the new intersection geometry with the wider sidewalk and revised plans accordingly.

4.6 Developed grading plan around sidewalls between duck pond and overflow culverts.

Additional Scope for Extended Bridge Re-Design Effort:

4.7 Adjust limits and vertical profile of pedestrian trail reconstruction to accommodate revised drainage for extended bridge.

4.8 Develop revised profiles for Great Oaks, Brushy Creek, Hairy Mann and Oak Ridge to accommodate deeper bridge superstructure.

4.9 Re-design horizontal and vertical alignments and adjust limits of sidewalks based on new bridge configuration and revised sidewalk locations/elevations.

4.10 Revise cross sections for new profiles and extended bridge limits, revise lengths of retaining walls and update finished grades.

4.11 Extend parking lot limits below elevated intersection. Review/revise parking lot driveway profiles and grades to coordinate with revised roadway profiles, extended bridge and new parking lot limits. Add extended parking lot to cross sections.

4.12 Revise plan & profile sheets to reflect new profiles, extended bridge, parking lot and project limits, and wall and taper locations.

4.13 Develop plans and details for proposed parking lot below elevated intersection.

TASK 5 – DRAINAGE

Additional Scope Completed During 30% Effort:

5.1 Revised the hydraulic model, output data, and related documentation due to changes associated with the parking lot elevations and raising of the bridge and adjacent roadways.

- The proposed parking lot surface was raised to clear the Brushy Creek 10-yr WSEL. As a result, this affected the proposed bridge elevations. The HEC-RAS model was revised to reflect the changes made to the parking lot surface and bridge. Changes in the proposed WSEL relative to existing conditions were evaluated each time a new parking lot configuration/elevation was considered to ensure the design would not cause adverse impacts.
- The proposed grading was revised to eliminate rises in the proposed WSEL elevation along Brushy Creek.
- The floodplain had to be re-mapped with the proposed grading and bridge modifications, which increased the effort needed to map proposed 100-yr and 500-yr floodplains.
- The Drainage Report was updated with the changes made to the model/analysis.

5.2 A new wall was added adjacent to Brushy Creek along the parking lot border. Scour/erosion issues related to the channel walls were considered. Scour Analysis will be conducted to size rock riprap at the walls along the Brushy Creek.

5.3 Multiple water quality Best Management Practices (BMP) were compared to select the most cost-effective product meeting the County's standards.

- AECOM produced initial water quality calculations using Stormceptor units. In response to the County's preference to not use Stormceptor units, AECOM revised the water quality calculations using grassy swales. Exhibits were created to identify proposed locations for the grassy swales. AECOM brought up concerns about the extent of the Brushy Creek Floodplain and the grassy swale locations. TCEQ coordination revealed the grassy swale locations were not permissible and several other water quality options were more appropriate.
- At the request of the County, several options for water quality treatment were investigated. Exhibits were created to present different options as well as benefits and disadvantages, costs, proposed locations, and maintenance requirements.
- The storm sewer layouts for water quality treatment were reconfigured several times for different options (grassy swales, Stormceptor, etc.).

- The storm sewer profiles for water quality treatment were reconfigured several times for different options (grassy swales, Stormceptor, etc.).
- Water quality calculations were created for several BMP options (ponds, Jellyfish, Stormceptor, Stormtrooper, Stormfilter).
- The County's decision was reversed to allow usage of Stormceptor units for water quality treatment. As a result, updates will be needed to the proposed water quality calculations using the preferred water quality device.
- Ditch capacity calculations will need to be revised for the updated grading configuration.

5.4 A new multi-box culvert was designed to replace the existing culvert used for pond overflow. (Preliminary design assumed existing drainage culverts were in adequate condition and had adequate capacity.)

- A hydraulic model was created to determine the capacity of the existing culvert. While the preliminary plans showed the existing culvert to be extended, analysis of the existing culvert revealed the existing structure was not sized to convey the full flow from the Shirley McDonald Pond. The proposed culvert analysis revealed a multi-box culvert (7 - 8'x5') was needed to convey the full flow from the Shirley McDonald Pond.
- A preliminary analysis during the preliminary phase was not conducted for this crossing. A hydrologic model was created to establish existing and proposed flows.
- Grading will be needed upstream of the new culvert. Coordination with others will be required to ensure proper tie-in at the walls and surrounding areas.
- Coordination with the design team will be needed for the design of the walls at the upstream end of the multi-box culvert.
- Will need to revise Culvert Layout Sheets.
- Will need to revise Storm Drain/Ditch Plan & Profile Sheets.
- Will need to revise Grading Sheets.

Additional Scope for Extended Bridge Re-Design Effort:

5.5 Update Drainage Model and Drainage Report for new extended bridge configuration.

- Modeling updates related to changes in bridge configuration (multiple iterations anticipated for bridge optimization study).
- Perform tailwater analysis for Brushy Creek.
- Update grading surface in Model, determine appropriate erosion protection measures.
- Update Grading Plan to reflect changes.

- Coordination with Roadway and Bridge to determine best bridge configuration and related impacts to hydraulics (for bridge optimization study).
- Coordination concerning flood risk and project impacts.
- Assess equilibrium slope and modifying grade control structure.
- Update 30% Report and Figures to reflect final bridge configuration.
- Assess riprap size needed for new grading.
- Assess flood impacts associated with updated bridge configuration.

TASK 7 – MISCELLANEOUS SERVICES

Additional Scope Completed During 30% Effort:

7.1 Retaining Walls

- Added new retaining walls along north perimeter of parking lot and at multi-box culvert. Work Authorization No.1 assumes 1,500 LF of retaining wall, but project now includes over 2,000 LF of retaining wall.
- Prepared detailed cost comparison of different wall types to understand the cost impacts of using cement-stabilized fill and improved foundations as recommended by the geotechnical engineer.
- Adjusted retaining wall geometry to increase sidewalk width from 5ft to 10ft.
- Additional coordination with Geotechnical Engineer to determine best wall and embankment construction to suit site challenges.

7.2 Pedestrian Tunnels

- Lengthened pedestrian tunnel to accommodate wider sidewalk as requested.
- Revised pedestrian tunnel vertical geometry to accommodate requested parking lot elevations.

7.3 Performed structural condition assessment of existing drainage culverts to determine whether they could remain in service. Prepared written report summarizing field observations and findings.

Additional Scope for Extended Bridge Re-Design Effort:

7.4 Coordinate with Geotechnical as needed, perform preliminary MSE wall designs and refine/expand wall type study. Prepare and compare construction costs for each option.

7.5 Revise retaining wall profiles/alignments for raised roadway profile, extended bridge limits and revised roadway width. Determine revised retaining wall lengths.

7.6 Update retaining wall plans, sections and quantities.

7.7 Provide illumination for new parking area below extended bridge. Remove illumination effort for pedestrian tunnels. Update base files.

Task 8 – BRIDGE DESIGN

Additional Scope Completed During 30% Effort:

8.1 Adjusted bridge geometry for raised profile to accommodate requested parking lot elevations.

8.2 Adjusted bridge geometry to increase sidewalk width from 5ft to 10ft.

8.3 Designed bridge for more complicated slab and abutment geometry at south abutment than was originally assumed in the preliminary phase.

Additional Scope for Extended Bridge Re-Design Effort:

8.4 Perform new bridge optimization study to consider and compare different framing configurations. Prepare exhibits illustrating different bridge options.

8.5 Prepare cost comparison of different framing options. Coordinate with County to select preferred option.

8.6 Revise bridge geometry for revised roadway profile and to extend bridge limits south through the intersection, to re-arrange bent locations away from center of channel, and to reduce bridge width and change superstructure type.

8.7 Coordinate new bridge configuration to work with drainage and parking lot requirements.

8.8 Revise embankment grading & riprap at north end of bridge. Coordinate with hydraulic engineer as needed so channel re-grading reduces 500-yr water surface elevations.

8.9 Re-design bridge framing and update Bridge Layout (requires additional sheet). Develop enlarged plans and special details for new cast-in-place flat slabs.

8.10 Revise bridge quantities and construction cost estimate.

8.11 Revise TxDOT standard plans for new superstructure type.

Task 9 – ENVIRONMENTAL AND/OR PERMITTING SERVICES

Additional Scope for Extended Limits of Impacted Area:

9.1 Revise Environmental Site Assessment Report to incorporate changes to additional area of channel re-grading and mitigation measures.

9.2 Additional effort for preliminary jurisdictional determination of the Waters of the U.S.

9.3 Additional field work to define environmental features upstream and downstream of the proposed bridge.

9.4 Additional effort to coordinate mitigation requirements with the USACE due to increased area of impacts.

9.5 Additional effort for Section 404 Permitting Assessment and Recommendations Memo.

Task 10 – PROJECT MANAGEMENT

Additional Scope Completed During 30% Effort:

10.1 Additional project management and coordination was required to oversee parking lot studies and related changes to the plans. Prepared exhibits for proposed parking lot.

10.2 Additional project management was required to coordinate multi-box culvert for pond overflow.

10.3 Additional project management and coordination was required for Water Quality BMP alternative studies. Oversaw preparation of related exhibits.

Additional Scope for Extended Bridge Re-Design & Extended Limits of Impacted Area:

10.4 Additional project management to coordinate with Drainage to determine best bridge configuration for hydraulics. Oversee preparation of related exhibits.

10.5 Additional project management to coordinate with Roadway regarding changes to profile, retaining walls, pedestrian tunnels and site grading.

10.6 Additional project management to coordinate permitting and mitigation requirements with the USACE due to extending the limits of impacted area.

10.7 Additional project management to coordinate extended bridge layout, drainage needs and parking lot configuration.

ATTACHMENT C

WORK SCHEDULE

PS&E for the Great Oaks Bridge at Brushy Creek

This Work Authorization shall terminate on October 31, 2019, unless amended by a Supplemental Agreement.

➢ Notice to Proceed	5/1/2017
➢ Route & Design Studies	May 2017 – Dec 2017
➢ Geotechnical Services	May 2017 – Aug 2018
➢ Field Surveying	May 2017 – Aug 2018
➢ Roadway Design	May 2017 – Mar 2019
➢ Drainage	May 2017 – Mar 2019
➢ Signing, Marking	July 2017 – Mar 2019
➢ Miscellaneous Services	May 2017 – Mar 2019
➢ Bridge Design	May 2017 – Mar 2019
➢ Traffic Signal Development	Jan 2018 – Mar 2019
➢ Environmental and Permitting (includes 12 months for ACOE IP)	May 2017 – Mar 2019
➢ Bidding and Award Phase	Apr 2019 – June 2019

Submittals:	
➢ 30%	10/03/2017
➢ 60%	8/1/2018
➢ 90%	11/14/2018
➢ 99%	1/30/2019
➢ Final Submittal	3/13/2019
➢ Bid Tabulation and Letter of Recommendation of Contract Award	June 2019

ATTACHMENT D - FEE SCHEDULE FOR SUPPLEMENTAL WORK AUTHORIZATION NO. 1
SUMMARY

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.

Date: 3/27/2018
PROJECT NAME: Supplemental No. 1 - Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	P.E. Structural Consultants, Inc.	Kennedy Consulting, Inc.	AECOM	Raba Kistner Consultants, Inc.	CobbFendley	Total Cost
Task 1 - ROUTE & DESIGN STUDIES						$0.00
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN				$5,000.00		$5,000.00
Task 3 - FIELD SURVEYING					$7,500.00	$7,500.00
Task 4 - ROADWAY DESIGN CONTROLS		$127,000.00				$127,000.00
Task 5 - DRAINAGE			$103,330.00			$103,330.00
Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION					$1,000.00	$1,000.00
Task 7 - MISCELLANEOUS SERVICES	$28,050.00				$3,250.00	$31,300.00
Task 8 - BRIDGE DESIGN	$66,490.00					$66,490.00
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES			$6,670.00			$6,670.00
Task 10 - PROJECT MANAGEMENT	$26,710.00					$26,710.00
BID AND AWARD PHASE SERVICES						$0.00
LABOR COSTS	$121,250.00	$127,000.00	$110,000.00	$5,000.00	$11,750.00	**$375,000.00**
DIRECT COSTS						**$0.00**
TOTAL COSTS	**$121,250.00**	**$127,000.00**	**$110,000.00**	**$5,000.00**	**$11,750.00**	**$375,000.00**
					SWA1 TOTAL:	**$375,000.00**

Additional Future Costs for PSA Agreement	
Potential Future Additional Design Services	$100,000.00
Potential Additional Constr Phase Services	$75,000.00
PSA AMENDMENT ADD'L TOTAL COSTS:	**$550,000.00**
ORIGINAL PSA AMOUNT:	$1,025,000.00
PSA AMENDMENT PROPOSED TOTAL:	**$1,575,000.00**

ATTACHMENT D - FEE SCHEDULE FOR SUPPLEMENTAL WORK AUTHORIZATION NO. 1

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Date: 3/27/2018
PROJECT NAME: Supplemental No. 1 - Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Principal Engineer	Senior QC Engineer	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-in-Training (EIT II)	Graduate Engineer	Senior CAD Manager	CAD Technician	Admin/ Clerical	Total hours	Cost per Line Item
Task 7 - MISCELLANEOUS SERVICES													
7.1 Retaining Walls		2	4	8	12		12		4	12		54	$6,190.00
7.2 Pedestrian Tunnels		1	2	4	4		8		4	8		31	$3,455.00
7.3 Condition Assessment of Existing Culverts		1	4				16					21	$2,305.00
7.4 Prelim MSE wall design, update cost comparison of MSE vs. CIP, exhibits		2	4				20		2	8		36	$3,770.00
7.5 Revise retaining wall profiles and wall lengths for new profile			2	8			20		8			38	$4,330.00
7.6 Update retaining wall plans & quantities *(reduced by 60 hrs to acct for no ped tunnels)*		2	2	8			24		10	32		78	$8,000.00
HOURS SUB-TOTALS	0	8	18	28	16	0	100	0	28	60	0	258	
CONTRACT RATE PER HOUR	$200.00	$165.00	$155.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00		
TOTAL LABOR COSTS	$0.00	$1,320.00	$2,790.00	$4,060.00	$1,920.00	$0.00	$9,500.00	$0.00	$3,360.00	$5,100.00	$0.00	$28,050.00	
% DISTRIBUTION OF STAFFING	0.0%	3.1%	7.0%	10.9%	6.2%	0.0%	38.8%	0.0%	10.9%	23.3%	0.0%		
SUBTOTAL (Task 7)												**$28,050.00**	
Task 8 - BRIDGE DESIGN													
8.1 Adjust Bridge Geometry for Raised Profile		4	4		8	8	20		8	12		64	$6,960.00
8.2 Adjust Bridge Geometry for Wider Sidewalk		4	4		8	8	20		8	16		68	$7,300.00
8.3 Adjust Bridge Geometry at South Abutment		4	4		8	8	28		12	16		80	$8,540.00
8.4 Investigate different bridge framing options, prepare exhibits			8	4		16	36		4	16		84	$8,780.00
8.5 Cost comparison of framing options		2	4	8		16	24					54	$6,070.00
8.6 Revise bridge geometry for revised profile, reduced bridge width & extend thru intersection		4	12	12			24		8	16		76	$8,860.00
8.7 Coordinate drainage and new parking to work with extended bridge		2	8	12			13		4	4		43	$5,365.00
8.8 Revise grading & revise riprap at north end of bridge		1	4	4			8			8		25	$2,805.00
8.9 Redesign bridge framing, update plans, develop special details for extended bridge		4	8	12			24		8	28		84	$9,260.00
8.10 Revise bridge quantities and cost estimate		2	2	4			8					16	$1,980.00
8.11 Revise TxDOT standards for diff superstructure type, add flat slab standards			1	1					1	2		5	$590.00
HOURS SUB-TOTALS	0	27	59	57	24	56	205	0	53	118	0	599.00	
CONTRACT RATE PER HOUR	$200.00	$165.00	$155.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00		
TOTAL LABOR COSTS	$0.00	$4,455.00	$9,145.00	$8,265.00	$2,880.00	$5,880.00	$19,475.00	$0.00	$6,360.00	$10,030.00	$0.00	$66,490.00	
% DISTRIBUTION OF STAFFING	0.0%	4.5%	9.8%	9.5%	4.0%	9.3%	34.2%	0.0%	8.8%	19.7%	0.0%		
SUBTOTAL (Task 8)												**$66,490.00**	
Task 10 - PROJECT MANAGEMENT													
10.1 Additional Project Management - Oversee Parking Lot Studies & Related Changes			8	8							1	17	$2,460.00
10.2 Additional Project Management - Coordinate Multi-Box Culvert			8	8								16	$2,400.00
10.3 Additional Project Management - Oversee Prep of WQ BMP Studies			8	8							1	17	$2,460.00
10.4 Additional project management - Coordinate with Drng re: different bridge options			12	12							1	25	$3,660.00
10.5 Additional project management - Coordinate with Rdwy re: revised profile			12	12					4	8	1	37	$4,820.00
10.6 Additional project management - Coordinate permitting & mitigation prep exhibits			12	12			13.16				1	38.16	$4,910.00
10.7 Additional project management - Coordinate new parking lot & drainage for extended bridge			16	16			12				1	45.00	$6,000.00
HOURS SUB-TOTALS	0	0	76	76	0	0	25.16	0	4	8	6.00	195.16	
CONTRACT RATE PER HOUR	$200.00	$165.00	$155.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00		
TOTAL LABOR COSTS	$0.00	$0.00	$11,780.00	$11,020.00	$0.00	$0.00	$2,390.00	$0.00	$480.00	$680.00	$360.00	$26,710.00	
% DISTRIBUTION OF STAFFING	0.0%	0.0%	38.9%	38.9%	0.0%	0.0%	12.9%	0.0%	2.0%	4.1%	3.1%		
SUBTOTAL (Task 10)												**$26,710.00**	

DESCRIPTION	TOTAL MH BY TASK	TOTAL COST BY TASK
SUMMARY		
Task 7 - MISCELLANEOUS SERVICES	258	$28,050.00
Task 8 - BRIDGE DESIGN	599	$66,490.00
Task 10 - PROJECT MANAGEMENT	195.16	$26,710.00
SUBTOTAL LABOR EXPENSES	1052	$121,250.00
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**										
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n/a													$0.00
SUBTOTAL DIRECT EXPENSES													**$0.00**

TOTAL LABOR COSTS	$121,250.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	**$121,250.00**

ATTACHMENT D - FEE SCHEDULE FOR SUPPLEMENTAL WORK AUTHORIZATION NO. 1

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Kennedy Consulting, Inc.
Date: 3/27/2018
PROJECT NAME: Supplemental No. 1 - Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Principal Engineer	Project Manager	Senior Prof 2	Senior Prof 1	Prof 2 / Senior Eng Tech	Prof 1 / Eng Tech	Admin / Clerical	Title 8	Title 9	Total hours	Cost per Line Item
Task 4 - Roadway											
4.1 Identified concerns with pedestrian tunnels and prepared exhibits		2	24							26	$5,024.00
4.2 Developed preliminary alternatives to raise parking lot and profiles		4	36		24					64	$11,248.00
4.3 Raise project pavement to keep parking and walkways at existing elevation (min.)		4	40		56	30				130	$20,108.00
4.4 Revised the plans to include sidewalks on both sides with one 10' wide		2	32		24	48				106	$15,536.00
4.5 Revised tunnel and retaining walls in cross sections		2	24		28	40				94	$13,672.00
4.6 Prepare grading plan for area below duck pond		2	24		36					62	$10,280.00
4.7 Adjust limits and profile of trail reconstruction		2	16			24				42	$6,224.00
4.8 Develop revised profiles for Great Oaks, Brushy Creek, Hairy Mann and Oak Ridge		4	30		31					65	$11,118.00
4.9 Revise cross sections to determine length of wall needs		4	16		24					44	$7,408.00
4.10 Review/revise parking lot driveway profile and grades.		2	8		8					18	$3,120.00
4.11 Revise Sidewalk Profile on East Side of Great Oaks		2	8		4.26					14.26	$2,574.00
4.12 Revise Plan Sheets to reflect changes		4	16		16	40				76	$10,800.00
4.13 Develop detail sheets for parking lot under bridge, adjust limits/layout/profile of trails		4	16		16	32				68	$9,888.00
HOURS SUB-TOTALS	0	38	290	0	267.26	214	0	0	0	809.26	$127,000.00
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00		
TOTAL LABOR COSTS	$0.00	$7,904.00	$55,680.00	$0.00	$39,020.00	$24,396.00	$0.00	$0.00	$0.00	$127,000.00	
% DISTRIBUTION OF STAFFING	0.0%	4.7%	35.8%	0.0%	33.0%	26.4%	0.0%	0.0%	0.0%		
SUBTOTAL (Task 4)										$127,000.00	

DESCRIPTION										TOTAL COST BY TASK
SUMMARY										
Task 4 - Roadway										$127,000.00
SUBTOTAL LABOR EXPENSES										$127,000.00
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**							
n/a										$0.00
SUBTOTAL DIRECT EXPENSES										$0.00

TOTAL LABOR COSTS	$127,000.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	$127,000.00

ATTACHMENT D - FEE SCHEDULE FOR SUPPLEMENTAL WORK AUTHORIZATION NO. 1

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: AECOM
Date: 3/27/2018
PROJECT NAME: Supplemental No. 1 - Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	QA/QC	Scientist	JR Scientist	CAD Tech	Senior CAD Tech	Admin/ Clerical	Cultural Resources Lead	Architectural Historian	Field Tech/ Investigator	Project Archeologist	Principal Engineer	Senior Project Manager/ Engineer	Senior Transportation Engineer	Project Engineer (PE)	Design Engineer	Engineer-in-Training	Total hours	Cost per Line Item
Task 5 - DRAINAGE																		
5.1 Hydraulic Model & Associated Data																		
a Update Proposed Parking Lot and Bridge Deck Geometry																16	16	$1,280.00
b Update Channel Grading												8	8		16	8	40	$4,592.00
c Remap Floodplain					4								4			8	16	$1,668.00
d Update 30% Report Text/Figures					4						2		8			8	22	$2,672.00
5.2 Retaining Walls																		
a Scour Analysis/Design Rock Riprap at Channel and Walls											4	2	4			16	26	$2,946.00
5.3 Water Quality BMP																		
a Revise Storm Layout for Revised Water Quality													4		16	90	110	$9,460.00
b Revise Storm Profiles for Revised Water Quality													4		16	90	110	$9,460.00
c Develop Ditch Capacity Calculations and Design													2			40	42	$3,506.00
d Coordinate with TCEQ & County												8	8				16	$2,304.00
e Calculations for Water Quality Alternatives													2		8	8	18	$1,770.00
f Develop Exhibits for Water Quality Alternatives				40									4				44	$4,092.00
g Update Water Quality Calculations using Preferred Methodology													8		12	8	28	$3,100.00
5.4 Multi-Box Culvert																		
a Estimate Drainage Areas and Flows													2		4	40	46	$3,918.00
b Design Cross-drainage Structures												2	2		4	16	24	$2,268.00
c Grading for Upstream of Multibox Culvert													8		12	100	120	$10,460.00
d Coordination for walls upstream of Multibox Culvert													8				8	$1,224.00
e Culvert Layouts				20									6			8	34	$3,298.00
f Storm Drain / Ditch Plan & Profiles				20									4			8	32	$2,992.00
g Grading for Upstream of Multibox Culvert				32									4				36	$3,396.00
5.5 Drainage Report																		
a Update Proposed Bridge Deck Geometry													12		12	60	84	$7,872.00
b Brushy Creek Tailwater Analysis											1		4		2	2	9	$1,174.00
c Update grading surface					4								4		16		24	$2,676.00
d Update grading Plan													8		2	8	18	$2,070.00
e Coordinate with Roadbridge Design on changes to proposed Hydraulics											1	8	1		2	8	18	$2,005.00
f Coordination Concerning Flood Risk and Project Impacts											2		8			4	14	$1,936.00
g Assess equilibrium slope/modifying grade control structure											1		6			12	19	$2,074.00
h Update 30% Report Text/Figures					2						1		8			8	19	$2,268.00
i Assess riprap size needed for new grading											2		8			32	42	$4,176.00
j Assess flood impacts associated with updated design											2		8			13.21	23.21	$2,673.00
HOURS SUB-TOTALS	0	0	0	112	14	0	0	0	0	0	16	26	157	0	122	611.21	1058.21	$103,330.00
CONTRACT RATE PER HOUR	$126.00	$85.00	$66.00	$87.00	$104.00	$82.00	$112.00	$87.00	$73.00	$101.00	$198.00	$135.00	$153.00	$94.00	$103.00	$80.00		
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$9,744.00	$1,456.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,136.00	$3,510.00	$24,021.00	$0.00	$12,566.00	$48,897.00	$103,330.00	
SUBTOTAL (Task 5)																	$103,330.00	
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES																		
9.1 Revise Environmental Site Assessment Report	4	16	8										4				32	$3,020.00
9.2 Add'l Preliminary Jurisdictional Determination of Waters of the U.S. Report	16	8															24	$2,704.00
9.3 Additional Field Work to Define Wetlands		2															2	$172.00
9.4 Additional Coordination with USACE												2					2	$270.00
9.5 Section 404 Permitting Assessment and Recommendations Memo	4																4	$504.00
HOURS SUB-TOTALS	24	26	8	0	0	0	0	0	0	0	0	2	4	0	0	0	64	$6,670.00
CONTRACT RATE PER HOUR	$126.00	$85.00	$66.00	$87.00	$104.00	$82.00	$112.00	$87.00	$73.00	$101.00	$198.00	$135.00	$153.00	$94.00	$103.00	$80.00		
TOTAL LABOR COSTS	$3,024.00	$2,296.00	$528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$270.00	$612.00	$0.00	$0.00	$0.00	$6,670.00	
SUBTOTAL (Task 9)																	$6,670.00	

DESCRIPTION	TOTAL HR BY TASK	TOTAL COST BY TASK
SUMMARY		
Task 5 - DRAINAGE	1058.21	$103,330.00
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES	64	$6,670.00
SUBTOTAL LABOR EXPENSES	1122.2125	$110,000.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS COST/UNIT
n/a		$0.00
SUBTOTAL DIRECT EXPENSES		$0.00

TOTAL COSTS	$110,000.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	$110,000.00

ATTACHMENT D - FEE SCHEDULE FOR SUPPLEMENTAL WORK AUTHORIZATION NO. 1

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: CobbFendley
Date: 3/27/2018
PROJECT NAME: Supplemental No. 1 - Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Techician I	Technician II	Technician III	LSLS	RPLS	3-Man Crew	2-Man Crew	1-Man Crew	Total hours	Cost per Line Item
Task 3 - FIELD SURVEYING													
3.1 Additional Topographic Survey - Oak Ridge Extents						6		2	12			20	$2,960.00
3.2 Additional Topographic Survey - Point Elev's						4		2	4.875			10.875	$1,580.00
3.3 Additional ROW Mapping West along Oak Ridge						6		4	10			20	$2,960.00
HOURS SUB-TOTALS	0	0	0	0	0	16	0	8	26.875	0	0	50.875	
CONTRACT RATE PER HOUR	$210.00	$260.00	$125.00	$90.00	$110.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00		
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$1,920.00	$0.00	$1,280.00	$4,300.00	$0.00	$0.00	$7,500.00	
% DISTRIBUTION OF STAFFING	0.0%	0.0%	0.0%	0.0%	0.0%	31.4%	0.0%	15.7%	52.8%	0.0%	0.0%		
SUBTOTAL (Task 3)												$7,500.00	
Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION													
6.1 Adjust Traffic Signal Design to Fit		2	3.84									5.84	$1,000.00
HOURS SUB-TOTALS	0	2	3.84	0	0	0	0	0	0	0	0	5.84	
CONTRACT RATE PER HOUR	$210.00	$260.00	$125.00	$90.00	$110.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00		
TOTAL LABOR COSTS	$0.00	$520.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	
% DISTRIBUTION OF STAFFING	0.0%	34.2%	65.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
SUBTOTAL (Task 6)												$1,000.00	
Task 7 - MISCELLANEOUS SERVICES													
7.1 Adjust Illumination Design for Proposed Bridge Lengthening	1	4	16									21	$3,250.00
HOURS SUB-TOTALS	1	4	16	0	0	0	0	0	0	0	0	21	
CONTRACT RATE PER HOUR	$210.00	$260.00	$125.00	$90.00	$110.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00		
TOTAL LABOR COSTS	$210.00	$1,040.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,250.00	
% DISTRIBUTION OF STAFFING	4.8%	19.0%	76.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
SUBTOTAL (Task 7)												$3,250.00	

DESCRIPTION				TOTAL MH BY TASK	TOTAL COST BY TASK
SUMMARY					
Task 3 - FIELD SURVEYING				50.875	$7,500.00
Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION				5.84	$1,000.00
Task 7 - MISCELLANEOUS SERVICES				21	$3,250.00
SUBTOTAL LABOR EXPENSES				77.715	$11,750.00
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**		
Photocopies B/W (8.5 X 11)	sheet		$0.10		$0.00
Photocopies B/W (11 X 17)	sheet		$0.15		$0.00
Photocopies Color (8.5 X 11)	sheet		$1.00		$0.00
Photocopies Color (11 X 17)	sheet		$1.50		$0.00
Standard Postage	letter		$0.49		$0.00
Overnight Mail-letter size	each		$25.00		$0.00
Overnight Mail-oversized box	each		$35.00		$0.00
Mileage	mile		$0.535		$0.00
Data Collection / Traffic Count	each		$850.000		$0.00
SUBTOTAL DIRECT EXPENSES					$0.00

TOTAL COSTS	$11,750.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	$11,750.00

ATTACHMENT D - FEE SCHEDULE FOR SUPPLEMENTAL WORK AUTHORIZATION NO. 1

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Raba Kistner Consultants
Date: 3/272018
PROJECT NAME: Supplemental No. 1 - Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Staff Engineer	Engineer In Training	Senior CAD Tech	CAD Tech	Admin/ Clerical	Geologist	Environmental Scientist	Archaeologist	Senior Technician	Total hours	Cost per Line Item
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN															
2.1 Additional services for retaining walls subject to innundation		1	8	8	12	12.44								41.44	$5,000.00
															$0.00
HOURS SUB-TOTALS	0	1	8	8	12	12.44	0	0	0	0	0	0	0	41.44	$5,000.00
CONTRACT RATE PER HOUR	$200.00	$200.00	$175.00	$135.00	$100.00	$90.00	$95.00	$80.00	$55.00	$110.00	$105.00	$110.00	$60.00		
TOTAL LABOR COSTS	$0.00	$200.00	$1,400.00	$1,080.00	$1,200.00	$1,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	
% DISTRIBUTION OF STAFFING	0.0%	2.4%	19.3%	19.3%	29.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
SUBTOTAL (Task 2)														$5,000.00	

DESCRIPTION													TOTAL MH BY TASK	TOTAL COST BY TASK
SUMMARY														
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN													41.44	$5,000.00
SUBTOTAL LABOR EXPENSES													41.44	$5,000.00
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**											
Drilling Operations														$0.00
Mobilization of Drill Rig (Min Charge)	mile		$4.00											$0.00
Rock Augering (soil)	l.f.		$16.00											$0.00
Rock Augering (soft rock)	l.f.		$19.00											$0.00
Nx Core Drilling - (Soft Rock)	l.f.		$32.00											$0.00
Nx Core Drilling - (Hard Rock)	l.f.		$42.00											$0.00
Wet Rotary	l.f.		$21.00											$0.00
SPT Field Penetrations	each		$22.00											$0.00
TCP Field Penetrations	each		$26.000											$0.00
Grout Backfill (Backfill the upper 10 ft of each boring)	l.f.		$3.250											$0.00
Driller Standby	hour		$225.000											$0.00
Traffic Control (at cost)	day		$950.000											$0.00
Staking/Logging/Coordination														$0.00
Logger Truck Charge	each		$57.20											$0.00
Laboratory Tests														$0.00
Atterberg Limits	each		$83.00											$0.00
Moisture Content (at 5 ft intervals)	each		$13.00											$0.00
Minus 200-mesh Sieve	each		$56.00											$0.00
Unconfined Compression (Soil)	each		$43.00											$0.00
Unconfined Compression (Rock)	each		$51.00											$0.00
Hydrometer	each		$273.00											$0.00
Sieve Analysis washed through No. 40	each		$56.00											$0.00
Sieve Analysis washed through No. 200	each		$83.000											$0.00
Soil Box Resistivity	each		$254.000											$0.00
CBR(M/D with 3 Specimen)	each		$791.000											$0.00
SUBTOTAL DIRECT EXPENSES														$0.00

TOTAL LABOR COSTS	$5,000.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	**$5,000.00**

Commissioners Court - Regular Session **21.**

Meeting Date: 04/24/2018

Awarding IFB 1802-213 Fog Seal FY18

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

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

Attachments

Agreement

Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Vicky Edwards		Started On: 04/13/2018 01:34 PM
Final Approval Date: 04/18/2018		

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 by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it 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 polices. 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 claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 **Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: [signature]

Printed Name: D. Andrew Kim

Title: President

Date: 4/13/18

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

N/A
_____
_____
_____
Phone _____
Fax _____

WILLIAMSON COUNTY
1848

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

J. Terron Evertson, P.E.
County Engineer
Williamson County

Commissioners Court - Regular Session **22.**

Meeting Date: 04/24/2018

Lakeline Easements

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 Temporary Construction Easement and Dedication Deed from TR Lakeline Market Retail Corp. for right of way needed on the Lakeline RT Turn Lan Project. Funding Source: P331

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Temporary Construction Easement

Dedication Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2018 09:45 AM
Final Approval Date: 04/19/2018		

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

TEMPORARY CONSTRUCTION EASEMENT

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

That **TR LAKELINE MARKET RETAIL CORP**., a Delaware corporation, whose address is c/o Invesco Advisers, Inc., 2001 Ross Avenue, Suite 3400, Dallas, Texas 75201 (herein after referred to as "**Grantor**"), in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, whose address is 710 Main Street, Georgetown, Texas 78626, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, Texas, its agents, contractors, successors and assignees (hereafter referred to as "**Grantee**"), a temporary non-exclusive construction easement (the "**Easement**") for the purposes of constructing, reconstructing, relocating and/or installing road improvements and any associated facilities in the adjacent easement areas as described herein, in, upon, over, under, above and across the following described property ("**Property**") in accordance with the provisions of this Easement:

Tract One:
A 0.013 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 5, Block "A" of Lakeline Retail Subdivision Section 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, said 0.013 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "A".

Tract Two:
A 0.073 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 1A, Block "A" of Amended Plat of Lots 1 and 3, Block "A" Lakeline Retail Subdivision, Section 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, said 0.073 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "B".

The parties agree further as follows:

1. Term. The term of the Easement shall commence upon full execution of this Temporary Construction Easement and shall be in full force and effect at all times during the accomplishment and completion of the construction activities described in the plans by Kimley Horn Case #SP-2016-0491DS (such plans hereinafter referred to as the "**Plans**" and the work referenced therein hereinafter referred to as the "**Project**"), which construction activities shall be completed not later than _____ (the "**Completion Deadline**"). This Easement shall

terminate and the easement rights and improvements constructed within the Property shall revert to and become the responsibility of the Grantor, thirty days following the earlier of the Completion Deadline or the date of completion of construction of the Project (or if later, following the completion by Grantee of the Repairs as defined below). Such termination shall be permanent, and, in no event will Grantee's rights under this Easement subsequently become effective again.

2. Limitations. This Easement is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

3. Use of the Property. The Easement is granted to Grantee only for the purpose stated herein and for no other purpose, and Grantee shall not be entitled to use the Property or any other portion of the Lakeline Shopping Center of which is a part (the "**Shopping Center**") for any other purpose. In connection with the use of the Property, Grantee agrees to each of the following terms and conditions:

a. Grantee shall, at its sole cost and expense, at all times keep the remainder of the Shopping Center free from any and all debris and trash relating to the Project.

b. Grantee shall not cause or permit the Property to be put in an unsafe condition.

c. Grantee shall not bring to or upon, or cause or permit to be brought to or upon, the Shopping Center any noises that are not consistent with roadway and utility construction work detailed in the Plans.

d. Grantee shall not permit liens or claims of any nature relating to the Project to be filed or charged against the Shopping Center. Should any such lien be filed against the Shopping Center, Grantee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

e. Except as contemplated as part of the Project, no existing improvements within the Property shall be removed or disturbed by Grantee. Grantee shall use its best efforts to prevent any damage to the Shopping Center, any interruption of utility service, interference with the use of the HEB fuel station and any other interference with the operations at the Shopping Center.

f. Grantee assumes all risk of loss or damage to the property of Grantee associated with the Project and/or use of the Property, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause. Grantee shall be responsible for all of Grantee's costs related to the use of the Property pursuant to this Agreement, and Grantor shall not be responsible for the security and safety of Grantee's employees, agents, or contractors directly or indirectly associated with the Project and use of the Property pursuant to this Agreement. For Project-related claims, Grantor will not

be liable to Grantee, or those claiming through Grantee, for injury, death or property damage occurring on the Property.

g. All activity within the Property must be coordinated with representatives of Grantor. If a representative of Grantor reasonably believes that activity within the Property is creating or could create a risk of damage to a portion of the Shopping Center outside of the Property, any interruption in utility service, or interference with the operations on the Shopping Center, then Grantee will work to remediate such risk to the mutual satisfaction of Grantor and Grantee.

h. No portion of the Property or remainder of the Shopping Center shall be used for storage or staging of materials or equipment except that during active construction of the Project Grantor shall designate an area that may be used for construction worker parking of personal vehicles during the term of this Easement, but only during the vehicle owners' active work shifts.

i. If, in the course of performing activities relating to the Project, Hazardous Materials or debris are released by Grantee, Grantee (and not Grantor) shall be responsible for the remediation and/or disposal of such materials in accordance with applicable environmental laws. For purposes of this Agreement, the term (i) "**Hazardous Materials**" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

j. Grantee shall keep at least one (1) lane (in each direction) of the access road from Lakeline Boulevard to the HEB fuel station open to traffic at all times. Grantee shall provide notice to Grantor at least five (5) business days prior to any partial closure of such access point.

Following completion of the Project, Grantee shall at its expense and within thirty (30) days of completion of the Project restore any portion of the Property and Shopping Center injured by Grantee's activities, to substantially the same condition as existed previous to entry upon the Property as set forth below.

4. Repairs. Grantee agrees that it will, after doing work pursuant to the rights hereby granted, restore the Property and Shopping Center to substantially the same condition as existed prior to such work, taking into consideration the nature of the work being performed. Such restoration obligations shall include without limitation: (i) replacement and regrading of topsoil in areas disturbed by the use of the Property and Shopping Center, and reseeding grass areas with the same type of grass in place on the date hereof; (ii) replacement of any trees, shrubs, or other vegetation that are removed of comparable type and maturity of those existing on the date hereof;

and (iii) removal of equipment and supplies for the Project (collectively, the "**Repairs**"). All of the foregoing activities are deemed to be part of the "Project". The consideration recited herein shall constitute payment in full for all damages (other than the costs of Grantee's restoration and repair obligations as set forth in this Easement) sustained by Grantor by reason of the utilization by the Grantee of the rights granted herein.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ _____ day of _____ , 2018.

GRANTOR:

TR LAKELINE MARKET RETAIL CORP.,
a Delaware corporation

By:_____

Name:
_____

Title:
_____

(Grantor Acknowledgement and Grantee Acceptance Next Page)

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of_____, 2018, by _____(Name), _____(Title) of _____, an authorized agent of **TR LAKELINE MARKET RETAIL CORP.**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

_____
Signature

_____
Printed Name

Notary Public, State of _____

ACCEPTANCE

Grantee accepts the attached deed and consents to its form and substance.

GRANTEE:

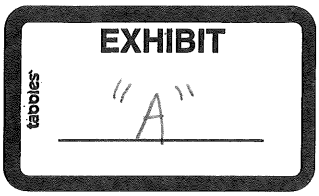
WILLIAMSON COUNTY, TEXAS

By:_____
Dan Gattis, County Judge

Attest:

By:_____
Nancy Rister, County Clerk

Date:_____



METES AND BOUNDS DESCRIPTION

FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.013 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at surveyor's PK nail with washer found marked "BURY" (Surface Coordinates: N = 10147765.62, E = 3093119.64, Project scale factor 0.9998785378),on the northeasterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of Lot 1A, Block "A", of AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, same being on the northeasterly corner of Parcel 4 a proposed 0.081 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, from which 1/2" iron rod found with cap marked "BURY on the northwesterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of said proposed Parcel 4, same being on the northeasterly corner of Parcel 3 a proposed 0.191 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of said South Lakeline Boulevard, bears S 50°17'49" W for a distance of 156.34 feet;

THENCE, S 36°11'28" E with the common boundary line of said Lot 5, and said Lot 1A, and said proposed Parcel 4 for a distance of 29.35 feet, to a 1/2" iron rod found with cap marked "Diamond Surveying" (Station 17+25.25, Offset 84.00 feet right), monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE, **S 36°11'28" E** with the common boundary line of said Lot 5, and said Lot 1A for a distance of **16.32 feet** to a calculated point for the southeasterly corner hereof, from which a surveyor's PK nail with washer found marked "BURY", on the southeasterly corner of said Lot 5, and an interior ell corner of said Lot 1A, bears S 36°11'28" E for a distance of 249.61 feet;

THENCE, through the interior of said Lot 5, the following three (3) courses and distances:

1. **S 52°39'47" W** for a distance of **37.35 feet** to a calculated point for the southwesterly corner hereof;

2. **N 37°32'08" W** for a distance of **14.75 feet** to a calculated point on the southerly boundary line of said proposed Parcel 4, for the northwesterly corner hereof, from which a 1/2" iron rod found marked "DIAMOND SURVEYING" (Station 16+73.50, Offset 84.00 feet right), on an angle point in said southerly boundary line of proposed Parcel 4, bears S 50°16'27" W for a distance of 13.99 feet;

3. **N 50°16'27" E** with said southerly boundary line of said proposed Parcel 4 for a distance of **37.76 feet** to the **POINT OF BEGINNING** hereof and containing 0.013 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

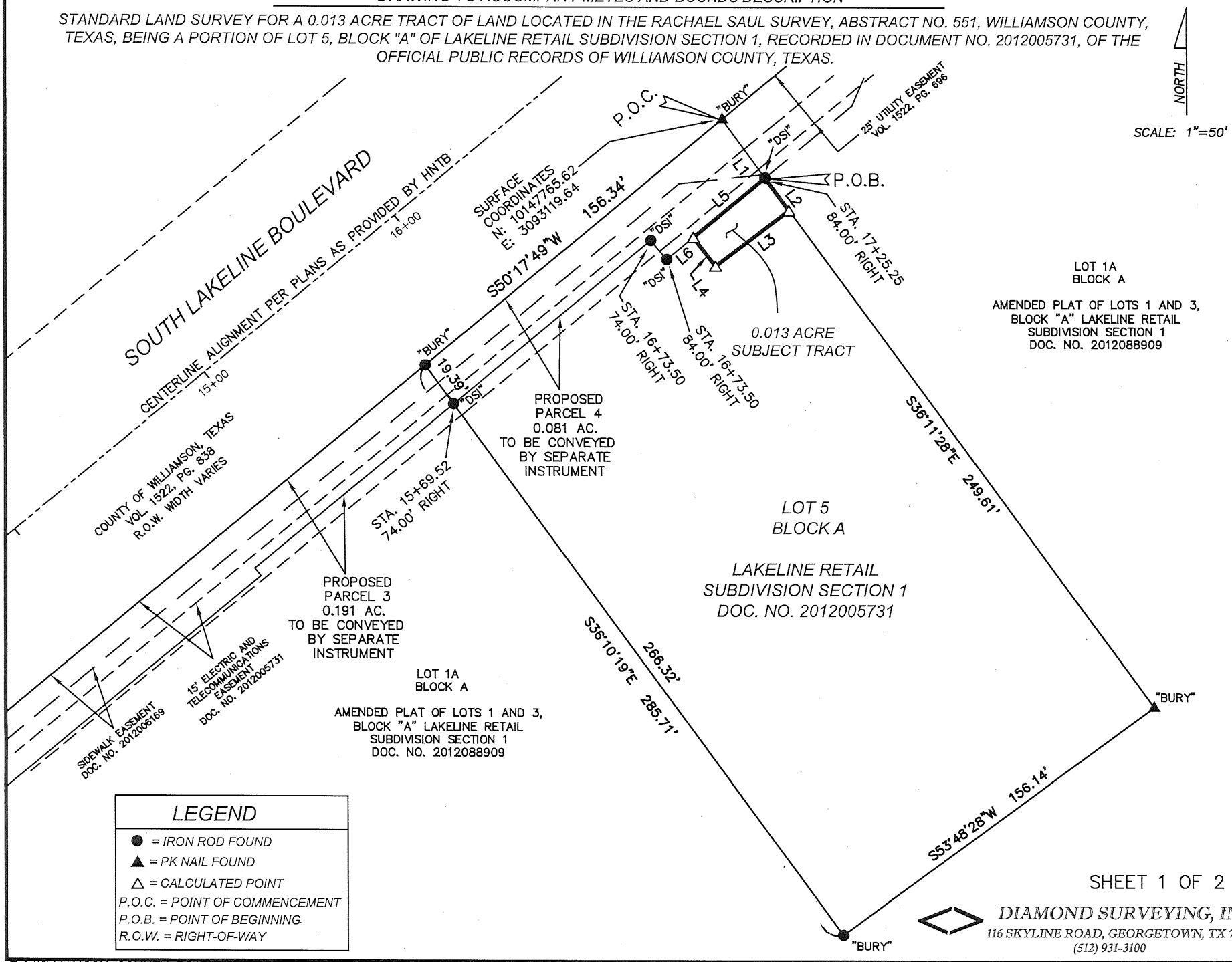
July 10, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS\7-10-17 PARCEL 4 TWSE M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- ● = IRON ROD FOUND
- ▲ = PK NAIL FOUND
- △ = CALCULATED POINT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36°11'28"E	29.35'
L2	S36°11'28"E	16.32'
L3	S52°39'47"W	37.35'
L4	N37°32'08"W	14.75'
L5	N50°16'27"E	37.76'
L6	S50°16'27"W	13.99'

SURVEYOR'S NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) ONLY THOSE EASEMENTS ON RECORDED PLAT ARE SHOWN HEREON. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

To: WILLIAMSON COUNTY, exclusively.

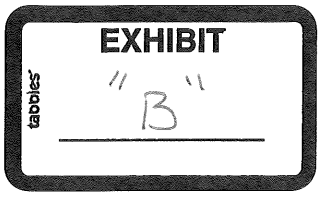
I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer, R.P.L.S. NO. 5281 *July 10, 2017*
DATE:

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS_7-7-17 PARCEL 4 TWSE.dwg



METES AND BOUNDS DESCRIPTION

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COMMENCING at a 1/2" iron rod found marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor: 0.9998785378), on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of Lot 5 Block "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, same being on the northeasterly corner of Parcel 3 a proposed 0.191 acre tract of land to be conveyed by separate instrument, same being on the northwesterly corner of Parcel 4 a proposed 0.081 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, from which a surveyor's PK nail with washer found marked "BURY" on the northeasterly corner of said Lot 5, same being on an angle point in said northwesterly boundary line of Lot 1A, Block "A", same being on the northeasterly corner of said proposed Parcel 4, same being on a point in said southerly right-of-way line of South Lakeline Boulevard, bears N 50°17'49" E for a distance of 156.34 feet;

THENCE S36°10'19"E, with the common boundary line of said Lot 1A, and said Lot 5, and said proposed Parcel 3 and said proposed Parcel 4 for a distance of 19.39 feet, to a 1/2" iron rod found with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), monumenting the southwesterly corner of said proposed Parcel 4 and the southeasterly corner of said proposed Parcel 3, from which a 1/2" iron rod found marked "BURY", on the southwesterly corner of said Lot 5 and an interior ell corner of said Lot 1A, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE, S 50°16'27" W through the interior of said Lot 1A with the southerly boundary line of said proposed Parcel 3 for a distance of 90.60 feet to a calculated point on the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said Lot 1A, the following two (2) courses and distances:

1. **S 05°16'27" W** for a distance of **21.21 feet** to a calculated point for the southeasterly corner hereof;

2. **S 50°16'27" W** for a distance of **279.32 feet** to a calculated point on the southwesterly boundary line of said Lot 1A, same being on the northeasterly right-of-way line of Pecan Park Boulevard dedicated in Volume 1332, Page 733, of the Official Records of Williamson County, Texas, for the southwesterly corner hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the left on said southwesterly boundary line of Lot 1A, same being on said northeasterly right-of-way line of said Pecan Park Boulevard, bears S 39°41'54" E for a distance of 363.12 feet;

THENCE, with said southwesterly boundary line of Lot 1A and said northeasterly right-of-way line of Pecan Park Boulevard, the following two (2) courses and distances:

1. **N 39°41'54" W** for a distance of **4.01 feet** to a calculated point on the beginning of a curve to the right;

2. With said curve to the right an arc distance of **7.05 feet**, said curve having a radius of **30.00 feet**, a central angle of **13°28'08"**, and a chord which bears **N 33°10'54" W** for a distance of **7.04 feet** to an iron rod found with cap marked "DIAMOND SURVEYING" (Station 11+85.40, Offset 78.00 feet right), on the southwesterly corner, of said proposed Parcel 4, for the northwesterly corner hereof, from which a 1/2" iron rod found on the end of said curve, same being on said northwesterly boundary line of Lot 1A, same being on said southerly right-of-way line of South Lakeline Boulevard, bears N 11°46'09" E for a distance of 37.12 feet;

THENCE, through the interior of said Lot 1A, with said southerly boundary line of proposed Parcel 3, the following three (3) courses and distances:

1. **N 50°16'27" E** for a distance of **279.54 feet** to a an iron rod found with cap marked "DIAMOND SURVEYING" (Station 14+64.94, Offset 78.00 feet right), for an angle point hereof;

2. **N 39°43'33" W** for a distance of **4.00 feet** to a an PK nail found, (Station 14+64.94, Offset 74.00 feet right), for an angle point hereof;

3. **N 50°16'27" E** for a distance of **13.98 feet** to the **POINT OF BEGINNING** hereof and containing 0.073 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

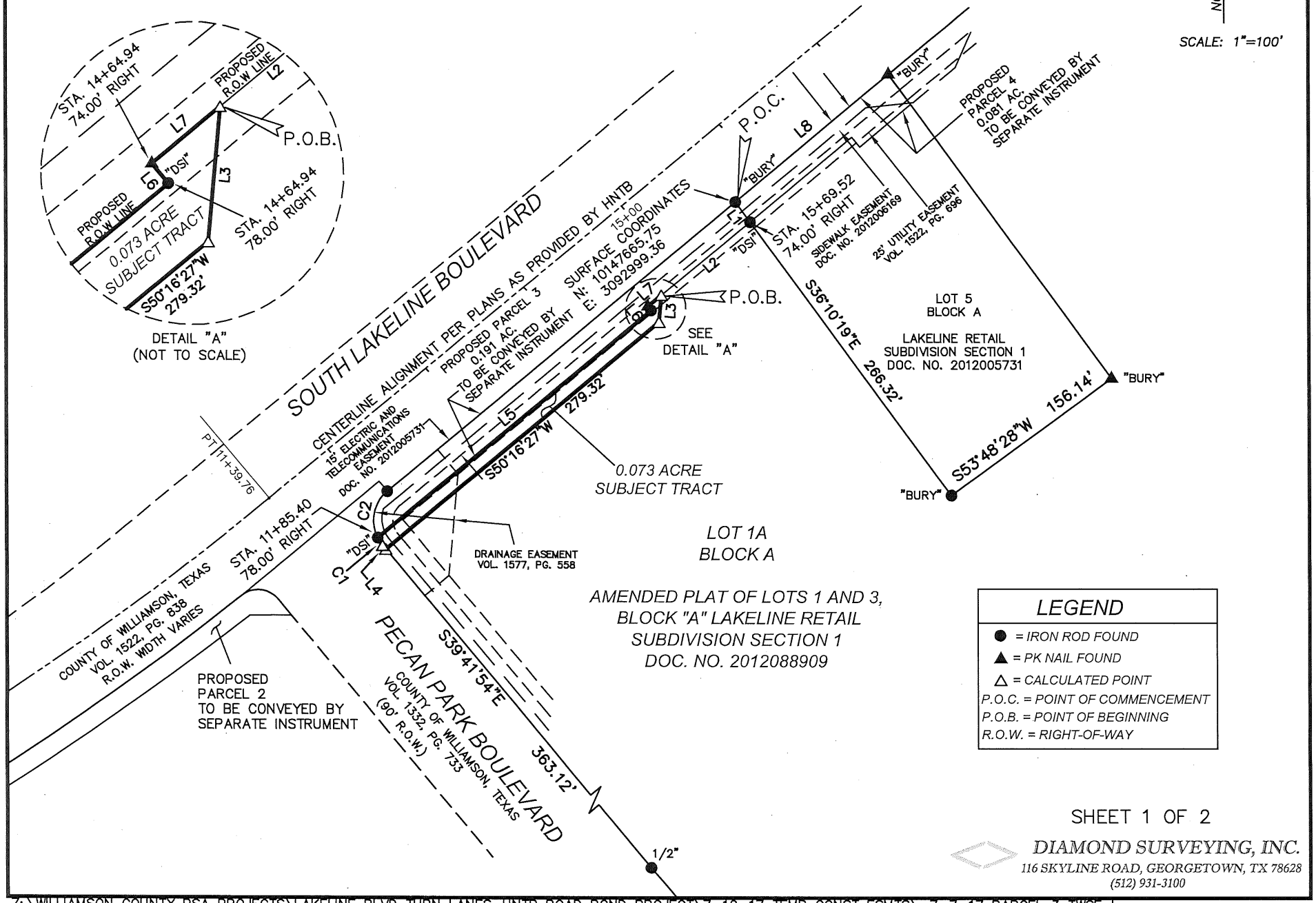
July 10, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS\7-10-17 PARCEL 3 TWSE M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS_7-7-17 PARCEL 3 TWSE.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36°10'19"E	19.39'
L2	S50°16'27"W	90.60'
L3	S05°16'27"W	21.21'
L4	N39°41'54"W	4.01'
L5	N50°16'27"E	279.54'
L6	N39°43'33"W	4.00'
L7	N50°16'27"E	13.98'
L8	N50°17'49"E	156.34'

SURVEYOR'S NOTES:

1) BEARING BASIS: NAD–83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) ONLY THOSE EASEMENTS ON RECORDED PLAT ARE SHOWN HEREON. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.00'	7.05'	13°28'08"	N33°10'54"W	7.04'
C2	30.00'	40.02'	76°25'58"	N11°46'09"E	37.12'

To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

July 10, 2017

Shane Shafer, R.P.L.S. NO. 5281 *DATE:*

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES–HNTB ROAD BOND PROJECT\7–10–17 TEMP CONST ESMTS_7–7–17 PARCEL 3 TWSE.dwg

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

DEDICATION DEED

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

TR LAKELINE MARKET RETAIL CORP., a Delaware corporation, whose address is c/o Invesco Advisers, Inc., 2001 Ross Avenue, Suite 3400, Dallas, Texas 75201, and its successors and assignees, hereinafter referred to as ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to Grantor by the **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, herein after referred to as ("Grantee"), whose address is 710 Main Street, Georgetown, Texas 78626, the receipt and sufficiency of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD and CONVEYED, and Grantor does hereby DEDICATE, GRANT, SELL and CONVEY unto Grantee, the real property situated in Williamson County, Texas, which is described as follows (the "Land"):

Tract One:
A 0.191 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 1A, Block "A" of Amended Plat of Lots 1 and 3, Block "A" Lakeline Retail Subdivision, Section 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, said 0.191 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "A".

Tract Two:
A 0.081 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 5, Block "A" of Lakeline Retail Subdivision Section 1, Recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, said 0.081 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "B".

TO HAVE AND TO HOLD the above-described premises, conveyed together with all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in anywise pertaining to the Land, said Land to be used for public right-of-way purposes unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the above-described premises unto Grantee, its legal representatives, successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, subject to all matters of public record.

IN WITNESS WHEREOF, this Dedication Deed is executed on this, the _____ day of _____, 2018.

GRANTOR:

TR LAKELINE MARKET RETAIL CORP.,
a Delaware corporation

By:_____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of_____, 2018, by _____(Name), _____(Title) of _____, an authorized agent of **TR LAKELINE MARKET RETAIL CORP.**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

_____
Signature

_____
Printed Name

Notary Public, State of _____

(Grantee Acceptance Next Page)

ACCEPTANCE

Grantee accepts the attached deed and consents to its form and substance.

GRANTEE:

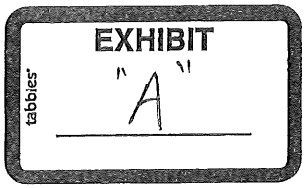
WILLIAMSON COUNTY, TEXAS

By:_____
Dan Gattis, County Judge

Attest:

By:_____
Nancy Rister, County Clerk

Date:_____



METES AND BOUNDS DESCRIPTION

FOR A 0.191 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION, SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.191 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF JULY 2016, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor: 0.9998785378), on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of Lot 5 Block "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE **S36°10'19"E**, with the common boundary line of said Lot 1A, and said Lot 5, for a distance of **19.39 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), monumenting the southeasterly corner hereof, and from which for reference a 1/2" iron rod found marked "BURY", on the southwesterly corner of said Lot 5, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE, through the interior of said Lot 1A, the following three (3) courses and distances:

1. **S50°16'27"W** for a distance of **104.58 feet** to a PK Nail set (Station 14+64.94, Offset 74.00 feet right), monumenting an angle point hereof;

2. **S39°43'33"E** for a distance of **4.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 14+64.94, Offset 78.00 feet right), monumenting an angle point hereof;

3. **S50°16'27"W** for a distance of **279.54 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 11+85.40, Offset 78.00 feet right), on a point in the southwesterly boundary line of said Lot 1A, same being on a point in the northeasterly right-of way line of Pecan Park Boulevard, dedicated in Volume 1332, Page 733, of the Official Records of Williamson County, Texas, monumenting the southwesterly corner hereof;

THENCE with the southwesterly boundary line of said lot 1A, same being the northeasterly right-of-way line of said Pecan Park Boulevard, with the arc of a curve to the right, having a radius of **30.00 feet**, an arc distance of **40.02 feet**, a central angle of **76°25'58"**, with a chord bearing of **N11°46'09"E** for a distance of **37.12 feet**, to a 1/2" iron rod found on a point in the southerly right-of-way line of said South Lakeline Boulevard, monumenting the end of this curve hereof;

THENCE **N50°14'03"E**, with the northwesterly boundary line of said lot 1A, same being with the southerly right-of-way line of said South Lakeline Boulevard, for a distance of **356.27 feet** to the **POINT OF BEGINNING** hereof and containing 0.191 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 26, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.191 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NORTH

SCALE: 1"=100'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.00'	40.02'	76°25'58"	N 11°46'09" E	37.12'

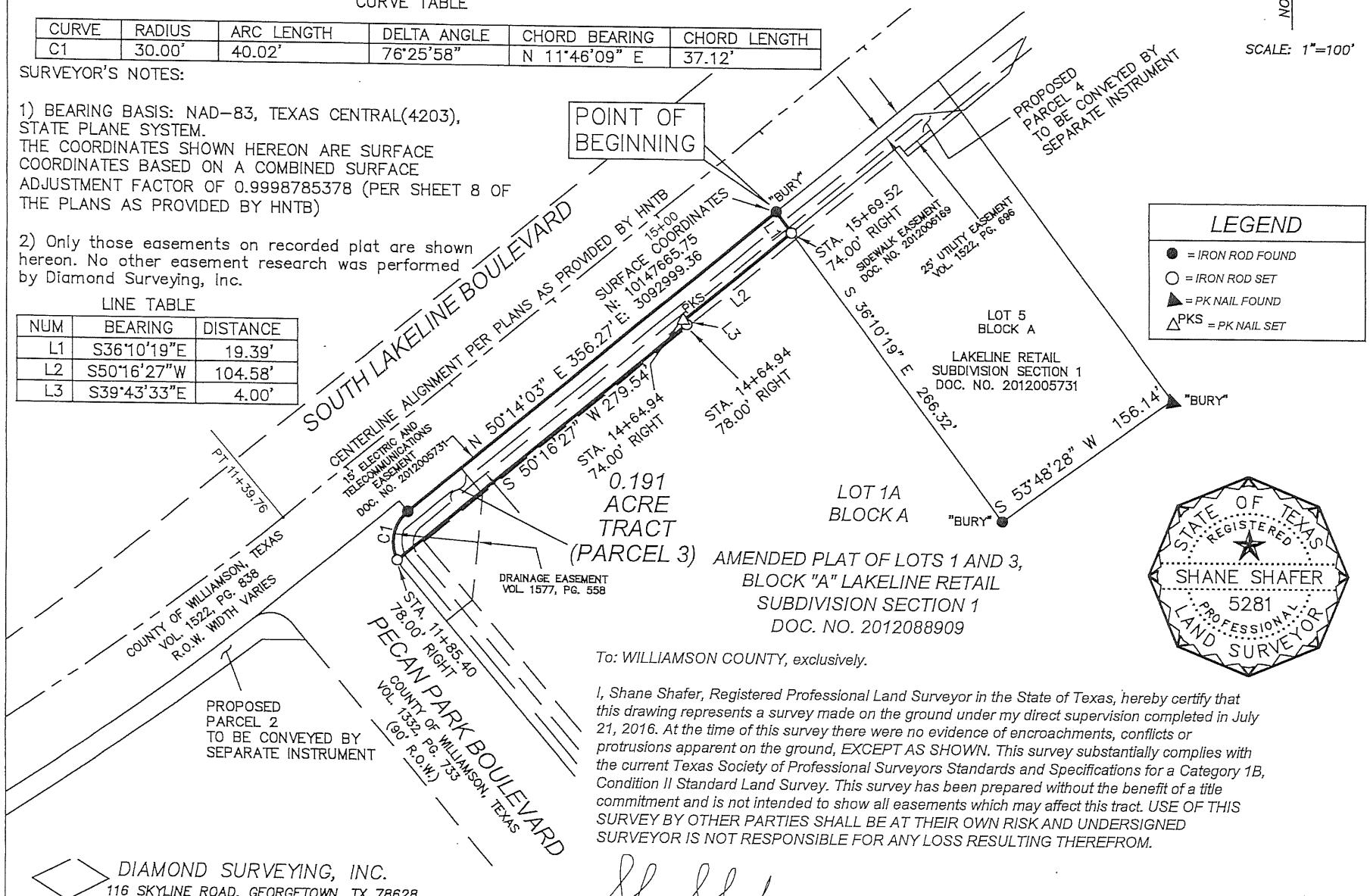
SURVEYOR'S NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) Only those easements on recorded plat are shown hereon. No other easement research was performed by Diamond Surveying, Inc.

LINE TABLE

NUM	BEARING	DISTANCE
L1	S36°10'19"E	19.39'
L2	S50°16'27"W	104.58'
L3	S39°43'33"E	4.00'



LEGEND

- ● = IRON ROD FOUND
- ○ = IRON ROD SET
- ▲ = PK NAIL FOUND
- △PKS = PK NAIL SET

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

To: WILLIAMSON COUNTY, exclusively.

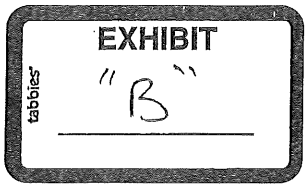
I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Shane Shafer, R.P.L.S. NO. 5281

July 26, 2016
DATE:

PARCEL 3



METES AND BOUNDS DESCRIPTION

FOR A 0.081 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.081 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF JULY 2016, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at surveyor's PK nail with washer found marked "BURY" on the northeasterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of Lot 1A, Block "A", of AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE **S36°11'28"E**, with the common boundary line of said Lot 5, and said Lot 1A, for a distance of **29.35 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 17+25.25, Offset 84.00 feet right), monumenting the southeast corner hereof, and from which for reference a surveyor's PK nail with washer found marked "BURY", on the southeasterly corner of said Lot 5, bears S36°11'28"E, for a distance of 265.94 feet;

THENCE, through the interior of said Lot 5, the following three (3) courses and distances:

1. **S50°16'27"W,** for a distance of **51.75 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 16+73.50, Offset 84.00 feet right), monumenting an angle point hereof;

2. **N39°43'33"W,** for a distance of **10.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 16+73.50, Offset 74.00 feet right), monumenting an angle point hereof;

3. **S50°16'27"W,** for a distance of **103.98 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), on a point in the common boundary line of said Lot 5, and said Lot 1A monumenting the southwesterly corner hereof, and from which for reference a 1/2" iron rod found with cap marked "BURY", on the southwesterly corner of said Lot 5, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE **N36°10'19"W**, with the common boundary of said Lot 5 and said Lot 1A, for a distance of **19.39 feet**, to a 1/2" iron rod found with cap marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor 0.9998785378), on the northwesterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of said Lot 1A, same being on a point in the southerly right-of-way line of said South Lakeline Boulevard, monumenting the northwesterly corner hereof;

THENCE, **N50°17'49"E**, with the northwesterly boundary line of said Lot 5, same being the southerly right-of-way line of said South Lakeline Boulevard, for a distance of **156.34 feet** to the **POINT OF BEGINNING** hereof and containing 0.081 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 26, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.081 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

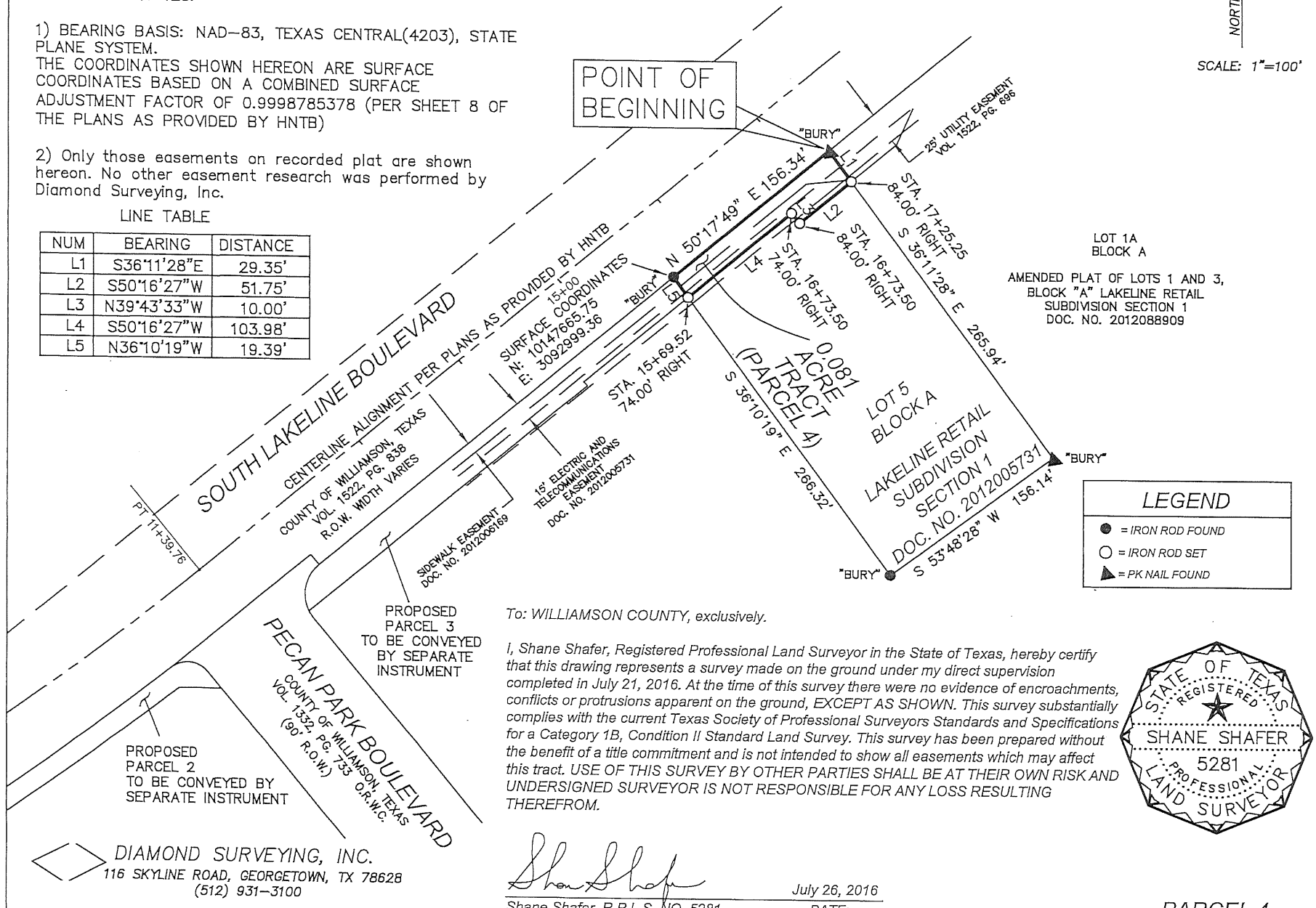
SURVEYOR'S NOTES:

1) BEARING BASIS: NAD–83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) Only those easements on recorded plat are shown hereon. No other easement research was performed by Diamond Surveying, Inc.

LINE TABLE

NUM	BEARING	DISTANCE
L1	S36°11'28"E	29.35'
L2	S50°16'27"W	51.75'
L3	N39°43'33"W	10.00'
L4	S50°16'27"W	103.98'
L5	N36°10'19"W	19.39'



To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281

July 26, 2016
DATE:

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931–3100

PARCEL 4

Commissioners Court - Regular Session **23.**

Meeting Date: 04/24/2018

Chapter 381

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 to authorize County Judge to execute an Amendment to an Economic Development Agreement with Dana, Ltd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dana Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2018 09:52 AM
Final Approval Date: 04/19/2018		

WILLIAMSON COUNTY AND DANA LIMITED

AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This **AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "Amendment") is made and entered into by and between **WILLIAMSON COUNTY** ("hereinafter referred to as *"*County*"),* a Texas political subdivision, and **DANA LIMITED**, (hereinafter *"*Company*"),* for the purposes and considerations stated below:

WHEREAS, the County and the Company (hereinafter collectively referred to as the "Parties") entered into a Chapter 381 Economic Development Program and Agreement on January 8, 2014, which the Parties now desire to amend;

NOW, THEREFORE, in consideration of tine mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 3(b) shall be amended as follows:

(d) Company agrees that it shall create and maintain by February 1 of each year, Full-Time Employment Positions for the Project over a five (5) year period from the Effective date as follows:

2015	10 Full-Time Employees
2016	20 Full-Time Employees
2017	30 Full-Time Employees
2018	35 Full-Time Employees
2019	40 Full-Time Employees

IN WITNESS WHEREOF, the parties have executed this Amendment on this the ____ day of _____, 2018.

(signatures on following page)

COMPANY:

DANA LIMITED

By: _____
Name: Timothy R. Kraus
Title: Sr. Vice President + Treasurer
Date: 3-21-18

COUNTY:

COUNTY OF WILLIAMSON, TEXAS

By: _____
Dan A. Gattis, County Judge

Attest:

By: _____
County Clerk

Commissioners Court - Regular Session **24.**

Meeting Date: 04/24/2018

Property Exchange 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 property exchange contract with CSW SR Hutto, LLC. in relation to the A-1 Corridor improvements. Funding Source: P458 Road Bonds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Property Exchange Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2018 09:57 AM
Final Approval Date: 04/19/2018		

PROPERTY EXCHANGE CONTRACT

This Property Exchange Contract **("Contract")** is made by and between **WILLIAMSON COUNTY, TEXAS ("County")**, and **CSW SR HUTTO, LLC. ("CSW")**.

RECITALS

A. County is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit A** attached hereto and incorporated herein, comprising 1.057 acres, more or less **("County Tract")**.

B. CSW is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit B** attached hereto and incorporated herein, comprising 0.662 acre, more or less **("CSW Tract")**.

C. County desires to exchange the County Tract to CSW and CSW desires to exchange the CSW Tract to County.

AGREMENT

In consideration of the foregoing recitals, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, County and CSW agree as follows.

1. **Exchange.** County will deed the County Tract to CSW, CSW will deed the CSW Tract to the County, pursuant to the form of Exchange Deed approved by the patties.

2. **Consideration.** The consideration for each party's conveyance of the Tract it owns is the receipt of title to the Tract it is acquiring.

3. **Escrow.** Upon full execution hereof, a copy of this Contract shall be delivered to Independence Title Company **("Title Company")**, attention: Julia Bechara, 203 W. Main Street, Suite A, Pflugerville, Texas 78660, jbechara@independencetitle.com.

4. **Effective Date of this Contract.** The effective date of this Contract **("Effective Date")** will be deemed the date when a fully executed copy of this Contract is deposited with the Title Company, as evidenced by the date of receipt inserted by Title Company beneath its signature.

5. **Title Commitments.** Within thirty (30) days after the Effective Date of this Contract, Title Company will deliver to County and CSW commitments for Title Insurance **("Title Commitments")** covering the County Tract, and the CSW Tract, respectively, issued by the Title Company showing matters affecting title to the respective Tracts which will appear in the owner's policies of title insurance, together with copies of all recorded documents constituting exceptions under the Title Commitments. The insured amount for the County Tract will be $115,000. The insured amount for the CSW Tract will be $72,000.

6. **Surveys.** If not previously provided, within fourteen (14) days after the Effective Date, County will deliver to CSW current surveys **("Surveys")** of the Tracts, prepared on the ground by a registered surveyor.

7. **Title and Survey Objections.** County and CSW will each have fifteen (15) days after receiving the Title Commitment and Survey for the Tract or Tracts such party is to acquire, whichever is received last, to notify the owner of the applicable Tract of any matters contained in the Title Commitment or Survey that it finds objectionable **("Objection Notice").** Any matters in the Title Commitment or Survey to which the acquiring party does not so object, or matters objected to which are cured or for which such objections are waived, will be deemed **"Permitted Exceptions."**

8. **Closing.** The exchange of the Tracts will be closed **("Closing")** at the office of the Title Company on or before June 15, 2018.

9. **Closing Obligations.**

a) County Closing Obligations. At the Closing, County will: (i) execute, acknowledge, and deliver to CSW the Exchange Deed conveying to CSW good and indefeasible title in fee simple to the County Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years and any Permitted Exceptions covering the County Tract; (ii) deliver possession of the County Tract to CSW; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of tax is not required in connection with this transaction; and (iv) execute and deliver such other documents that may be reasonably required by the Title Company to close this transaction. The Deed shall be in the form as shown in **Exhibit C** attached hereto and incorporated herein.

b) CSW Closing Obligations. At the Closing, CSW will: (i) execute, acknowledge, and deliver to County the Exchange Deed conveying to County good and indefeasible title in fee simple to the CSW Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years, and any Permitted Exceptions covering the CSW Tract; (ii) deliver possession of the CSW Tract to County; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of taxes is not required in connection with this transaction; and (iv) execute and deliver such other documents as may be reasonably required by the Title Company to close this transaction. The Deed shall be in the form as shown in **Exhibit D** attached hereto and incorporated herein.

c) Title Policies. County will furnish to CSW a standard owner 's title policy issued by Title Company covering the County Tract in the amount of $115,000. CSW will furnish to County a standard owner's title policy issued by Title Company covering the CSW Tract in the amount of $72,000.

d) Tax Certificates. Title Company will deliver tax certificates or other evidence showing there are no delinquent taxes levied or assessed against either Tract as of Closing.

10. **Closing Costs.** Closing costs and prorations will be allocated as follows:

a) Taxes. Each party shall assume responsibility for the taxes of the Tract received for the year of transfer. Any taxes resulting from a change in use or ownership of the Tracts will be the responsibility of the acquiring party. These obligations survive Closing.

b) Fees. All costs for the Surveys will be paid for by County. All costs for the base premiums for the Title Policies, recording of the Exchange Deeds, the tax certificates and any escrow fee charged by Title Company will be paid for by County. All other recording costs will be paid for by the party incurring them as will any additional Title Policy costs or premiums incurred at the request of such party. Each party will be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction.

11. **Representations.** County and CSW each represent to the other the following matters with regard to the Tract which it owns:

a) Contracts: Except as shown in the Permitted Exceptions, the Tract is not in whole or in part encumbered by any lease or occupancy agreement which would be binding after Closing;

b) Proceedings; The Tract is not subject to any litigation, administrative or other legal proceedings, and to the best of the owner's knowledge no such actions or proceedings have been commenced or threatened;

c) Compliance: To the owner's actual knowledge, without independent inspection, the Tract is in compliance with applicable laws, and has not been used for the generation, manufacturing, storage, disposal or transport of any hazardous or toxic substances or materials;

d) Authority: The person(s) signing this Contract has the full right, power and authority to enter this Contract on behalf of the owner; and

e) Taxes: To the best of the owner's knowledge, the Tract is not subject to any additional ad valorem taxes related to the year of Closing or prior years arising out of a change in the use or ownership thereof.

12. **Property Conditions.** EACH PARTY ACKNOWLEDGES THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE TRACT, IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATTONS WHICH MAY HAVE BEEN MADE BY THE OTHER PARTY OR ITS EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES. EACH PARTY IS ACQUIRING ITS TRACT IN ITS "AS-IS" CONDITION, WITH ALL DEFECTS, IF ANY, ACCEPTED. EACH PARTY WAIVES ALL RIGHTS WHICH IT HAS OR MAY HAVE IN THE FUTURE WITH REGARD TO (AND THE OTHER PARTY DISCLAIMS) ALL WARR.ANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY OR FITNESS OR A PARTICULAR PURPOSE. EACH PARTY ACKNOWLEDGES THAT IT HAS AND WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT ALL ASPECTS OF THE

TRACT. FURTHER, NEITHER PARTY WILL BE LIABLE FOR FALSE OR INACCURATE INFORMATION CONTAINED IN ANY DOCUMENTS OR INFORMATION PREPARED BY THIRD PARTIES. EACH PARTY AGREES THAT THE TERMS OF THIS SECTION 12 ARE A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT.

13. **Notices.** Any notice or communication to be given hereunder will be given by placing the notice or communication in the United States mail, certified or registered, properly stamped or by Federal Express or other reputable overnight delivery service which evidences receipt, and addressed to the address shown on the signature pages hereof; or such other address as the respective party may direct in writing to the other, or by facsimile or personal delivery to such address by a party, and such notice or designation will be deemed to be received upon the first to occur of receipt or three (3) days after such notice is placed in the mail, upon the next following business day if by overnight carrier, or upon actual receipt if by delivery service or facsimile.

14. **Default.** In addition to the remedy provided herein, in the event either party fails or refuses to perform in accordance with the terms of this Contract, through no fault of the other parties, then the non-defaulting party will give written notice of such default to the defaulting party, and if the default is not cured within ten (10) days after such notice, then the non-defaulting party will have, as its sole and exclusive remedy, the right to either terminate this Contract or enforce specific performance.

In the event of litigation between the parties regarding this Contract, the party prevailing in such litigation will be entitled to receive from the non-prevailing party all attorney's fees and court costs incurred by the prevailing party in such litigation.

15. **Real Estate Commission.** The parties represent to one another that they have not engaged any real estate broker or agent or any other person to whom a real estate commission, finder's fee, or other compensation would be owing on account of this transaction. Each party will indemnify and hold the other harmless from any and all other claims for real estate commissions, finder's fees and/or similar fees, to the extent such claims are based on their alleged actions.

16. **Entire Agreement.** This Contract contains all agreements between the parties, and any agreement not contained herein will be recognized by the parties.

17. **Binding Effect.** This Contract will be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

18. **Assignability.** This Contract is not assignable.

19. **Date for Performance.** In the event any elate for performance hereunder falls on a Saturday, Sunday or legal holiday, then such date for performance will be automatically extended to be the next following business day.

20. **District Notice.** If the subject Tracts are situated within a utility district subject to the provisions of Section 50.301 of the Texas Water Code, then at or prior to the Closing, the party conveying such Tract will agree to give the acquiring party written notice as required by such statute and the other party agrees to sign and acknowledge the notice to evidence receipt thereof.

21. **Time.** Time is of the essence in the performance of this Contract.

22. **Execution.** To facilitate execution, this Contract may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same Contract.

23. **Applicable Law and Venue.** The construction and validity of this Contract will be governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

24. **Notice Regarding Possible Annexation.** If the land that is the subject of this Contract is located outside the limits of a municipality, the land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, the parties hereto should contact all municipalities located in the general proximity of the land for further information.

25. **Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the land is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

26. **Future Access.** As an obligation and representation which shall survive the Closing of this transaction, County represents and agrees that the CSW Tract shall be allowed and permitted to have driveway access to (1) existing CR 138, and (2) the proposed Corridor A-1 frontage road improvements, if any, at locations to be determined by Williamson County, its successors or assigns at the time of application for permit to construct such roadway improvements. Such driveway access improvements must otherwise comply with any applicable access management or design criteria rules of the governing jurisdiction at the time of construction. CSW, its successors and assigns, agree that if any permitted driveway to the existing CR 138 roadway facility is required to be relocated in order to comply with the requirements for connecting to the proposed Corridor A-1 improvements, the cost of such relocation and reconstruction shall be the sole responsibility of the owner of the CSW property as a prerequisite for any continued or final driveway permit approval to such improvements.

[signature pages follow]

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date:_____

CSW:

CSW SR Hutto, LLC.

By: _____
Todd M. Wallace

Its: Manager

Date: 4/12/18

TITLE COMPANY RECEIPT OF PROPERTY EXCHANGE CONTRTACT

The undersigned Title Company hereby acknowledges receipt of this Agreement.

TITLE COMPANY:

Independence Title Company

By:_____

Name:_____

Title:_____

Date of Execution by Title Company: _____, 2018

203 W. Main Street, Suite A
Pflugerville, Texas 78660
Attn: Julia Bechara

EXHIBITS:

A—County Tract

B—CSW Tract

C—County Deed to CSW

D—CSW Deed to County

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.057 ACRE (46,054 SQUARE FOOT), TRACT OF LAND SITUATED IN THE N. D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, SAID 1.057 ACRE TRACT BEING A PORTION OF THAT CALLED 4.63 ACRE TRACT OF LAND DESCRIBED BY DEED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017003804 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.057 ACRE (46,054 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found, having grid coordinates of: N=10157182.57, E=3164454.32, in the southerly boundary line of the remainder of that called 10.006 acre tract of land conveyed to Gary Oswald Sills by instrument recorded in Document No. 2003120486 of the Official Public Records of Williamson County, Texas, and described in Volume 827, Page 791 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the remainder of that called 5.000 acre tract of land conveyed to Nelda Carol Phelps by instrument recorded in Document No. 2000032529 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of said 4.63 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract, and from which a 3/4" ID iron pipe found, being the northeasterly corner of said remainder of 5.000 acre tract, same being the southeasterly corner of said remainder of 10.006 acre tract, bears S 87°54'30" E, at distance of 339.87 feet;

1) **THENCE**, departing said remainder of 10.006 acre tract, with the common easterly boundary line of said 4.63 acre tract and the westerly boundary line of said remainder of 5.00 acre tract, **S 07°36'46" W,** for distance of **293.86** feet to an iron rod with plastic cap stamped "RPLS 4933" set for the southeasterly corner of the herein described tract, and from which an iron rod with aluminum cap stamped "TxDOT" in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 138 (variable width ROW) bears S 07°36'46" W, at distance of 301.70 feet;

2) **THENCE**, departing said common boundary line, through the interior of said 4.63 acre tract, along a non-tangent curve to the right, having a delta angle of **26°56'06"**, a radius of **822.00** feet, an arc length of **386.43** feet, and a chord which bears **N 38°05'45" W,** for distance of **382.88** feet to an iron rod with plastic cap stamped "RPLS 4933" set in the common northerly boundary line of said 4.63 acre tract and the southerly boundary line of said remainder of 10.006 acre tract, for the northwesterly corner of the herein described tract, and from which, a 3/4" ID iron pipe found, being the northwesterly corner of said 4.63 acre tract, same being in the southerly boundary line of said remainder of 10.006 acre tract bears N 87°54'30" W, at distance of 64.70 feet;

3) **THENCE**, with said common boundary line, **S 87°54'30" E** for a distance of **275.34** feet to the **POINT OF BEGINNING**, containing 1.057 acres (46,054 square feet) of land, more or less;

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

This property description is accompanied by a separate exhibit.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale 7 June 2017

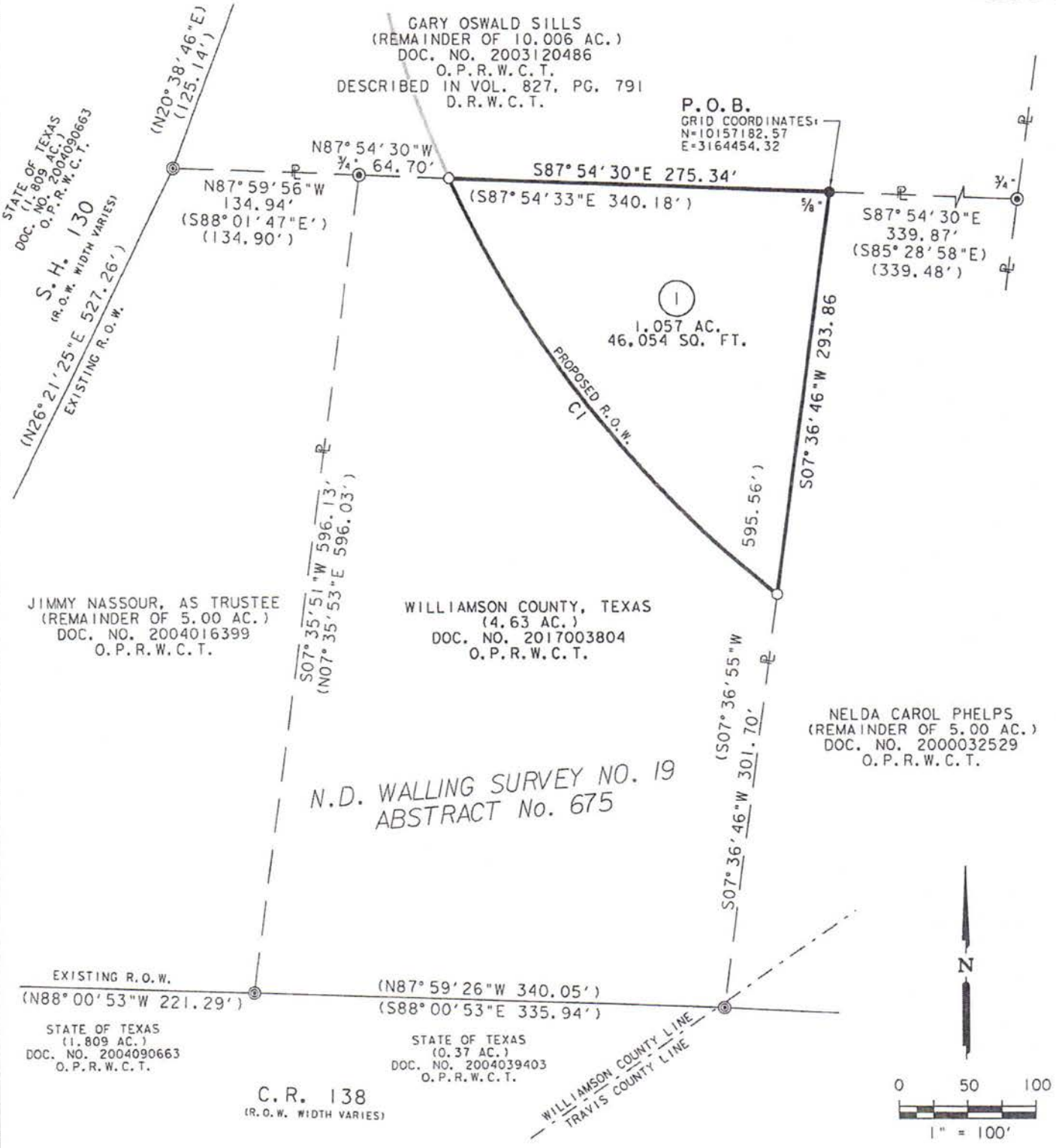
M. Stephen Truesdale Date

Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

S:_Williamson County\Corridor A1\PARCELS\1.057 AC WILCO\1.057 ACRE WILCO TRACT.doc

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	26°56'06"	822.00'	386.43'	382.88'	N38°05'45"W

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WILLIAMSON COUNTY, TEXAS

SCALE	PROJECT	COUNTY
1" = 100'	CR 138	WILLIAMSON

PARCEL 1

S:*Williamson County\Corridor A\PARCELS\1.057 AC WILCO\WILCO.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
○	IRON ROD STAMPED "RPLS-4933" SET
◎	IRON ROD FOUND W/ TXDOT ALUMINUM CAP
△	CALCULATED POINT
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK

≁	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 7 June 2017

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	1.057	46,054
CALC/DEED AREA	4.63	201,683
REMAINDER AREA	3.573	155,629

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WILLIAMSON COUNTY, TEXAS

SCALE	PROJECT	COUNTY
1" = 100'	CR 138	WILLIAMSON

PARCEL 1

S:*Williamson County\Corridor A1\PARCELS\1.057 AC WILCO\WILCO.dgn

EXHIBIT B

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.662 ACRE (28,840 SQUARE FOOT), TRACT OF LAND SITUATED IN THE N. D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, SAID 0.662 ACRE TRACT BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.006 ACRE TRACT OF LAND DESCRIBED BY DEED TO GARY OSWALD SILLS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003120486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN VOLUME 827, PAGE 791 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO INCLUDING THE REMAINDER PORTION (0.029 ACRES) OF THAT CALLED 1.00 ACRE TRACT OF LAND (BEING A PORTION OF SAID 10.006 ACRE TRACT) DESCRIBED BY DEED TO SAID GARY OSWALD SILLS BY INSTRUMENT RECORDED IN VOLUME 1281, PAGE 193 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.662 ACRE (28,840 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set having grid coordinates of N = 10157192.62, E = 3164179.19, in the southerly boundary line of said remainder of 10.006 acre tract, same being in the northerly boundary line of that called 4.63 acre tract conveyed to Williamson County by instrument recorded in Document No. 2017003804 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract, and from which a 5/8" iron rod found, being the northeasterly corner of said 4.63 acre tract, same being the northwesterly corner of the remainder of that called 5.00 acre tract of land conveyed to Nelda Carol Phelps by instrument recorded in Document No. 2000032529 of the Official Public Records of Williamson County, Texas, bears S 87°54'30" E, at distance of 275.34 feet;

1) **THENCE**, with the common northerly boundary line of said 4.63 acre tract and the southerly boundary line of said remainder of 10.006 acre tract, **N 87°54'30" W,** for distance of **64.70** feet to a 3/4" ID iron pipe found for the northwesterly corner of said 4.63 acre tract, same being the northeasterly corner of the remainder of that called 5.00 acre tract of land conveyed to Jimmy Nassour, as Trustee by instrument recorded in Document No. 2004016399 of the Official Public Records of Williamson County, Texas, and from which an iron rod with aluminum cap stamped "TxDOT" found in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 138 (variable width ROW) bears, with the common boundary line between said 4.63 acre tract and said remainder of 5.00 acre (Nassour) tract, S 07°35'51" W, at distance of 596.13 feet;

2) **THENCE**, departing said 4.63 acre tract, with the common northerly boundary line of said remainder of 5.00 acre (Nassour) tract and the southerly boundary line of said remainder of 10.006 acre tract **N 87°59'56" W**, for distance of **134.94** feet to an iron rod with aluminum cap stamped "TxDOT" found in the existing easterly ROW line of State Highway (S.H.) 130 (variable width ROW), for the southwesterly corner of said remainder of 10.006 acre tract and the herein described tract, and from which an iron rod with aluminum cap stamped "TxDOT" found in said existing easterly ROW line, same being the westerly boundary line of said remainder of 5.00 acre (Nassour) tract bears S 26°21'27" W, at distance of 527.26 feet;

3) **THENCE**, departing said remainder of 5.00 acre (Nassour) tract, with the common existing easterly ROW line of S.H. 130 and the westerly boundary line of said remainder of 10.006 acre tract, **N 20°38'48" E,** for distance of **125.14** feet a calculated point, being in the southerly boundary line of said remainder of 1.00 acre tract, and from which, a 1/2" iron rod found, being the southeasterly corner of said remainder of 1.00 acre bears S 87°46'37" E at a distance of 28.43 feet;

4) **THENCE**, continuing with said existing easterly ROW line of S.H. 130, same being the westerly boundary line of said remainder of 1.00 acre tract, **N 20°38'48" E,** for distance of **89.53** feet to a calculated angle point, being in the easterly boundary line of said remainder of 1.00 acre tract;

THENCE, departing said remainder of 1.00 acre tract, continuing with said existing easterly ROW line of S.H. 130, same being the westerly boundary line of said remainder of 10.006 acre tract, the following two (2) courses:

5) **N 20°38'48" E**, for distance of **51.58** feet to a calculated angle point;

6) **N 27°27'33" E,** for distance of **67.81** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for the northerly corner of the herein described tract, and from which the calculated northwesterly corner of said remainder of 10.006 acre tract, same being the southwesterly corner of the remainder of that called 6.772 acre tract conveyed to Gary O. Sills and Dennis M. Sills by instrument recorded in Volume 827, Page 805 of the Deed Records of Williamson County, Texas, bears, with said existing easterly ROW line of S.H. 130, N 27°27'33" E, at distance of 14.96 feet;

7) **THENCE**, departing said existing easterly ROW line of S.H. 130, through the interior of said remainder of 10.006 acre tract, along a non-tangent curve to the left, having a delta angle of **22°48'17"**, a radius of **822.00** feet, an arc length of **327.17** feet, and a chord which bears **S 13°13'33" E,** for distance of **325.02** feet to the **POINT OF BEGINNING**, containing 0.662 acres (28,840 square feet) of land, more or less;

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

This property description is accompanied by a separate exhibit.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale 7 June 2017

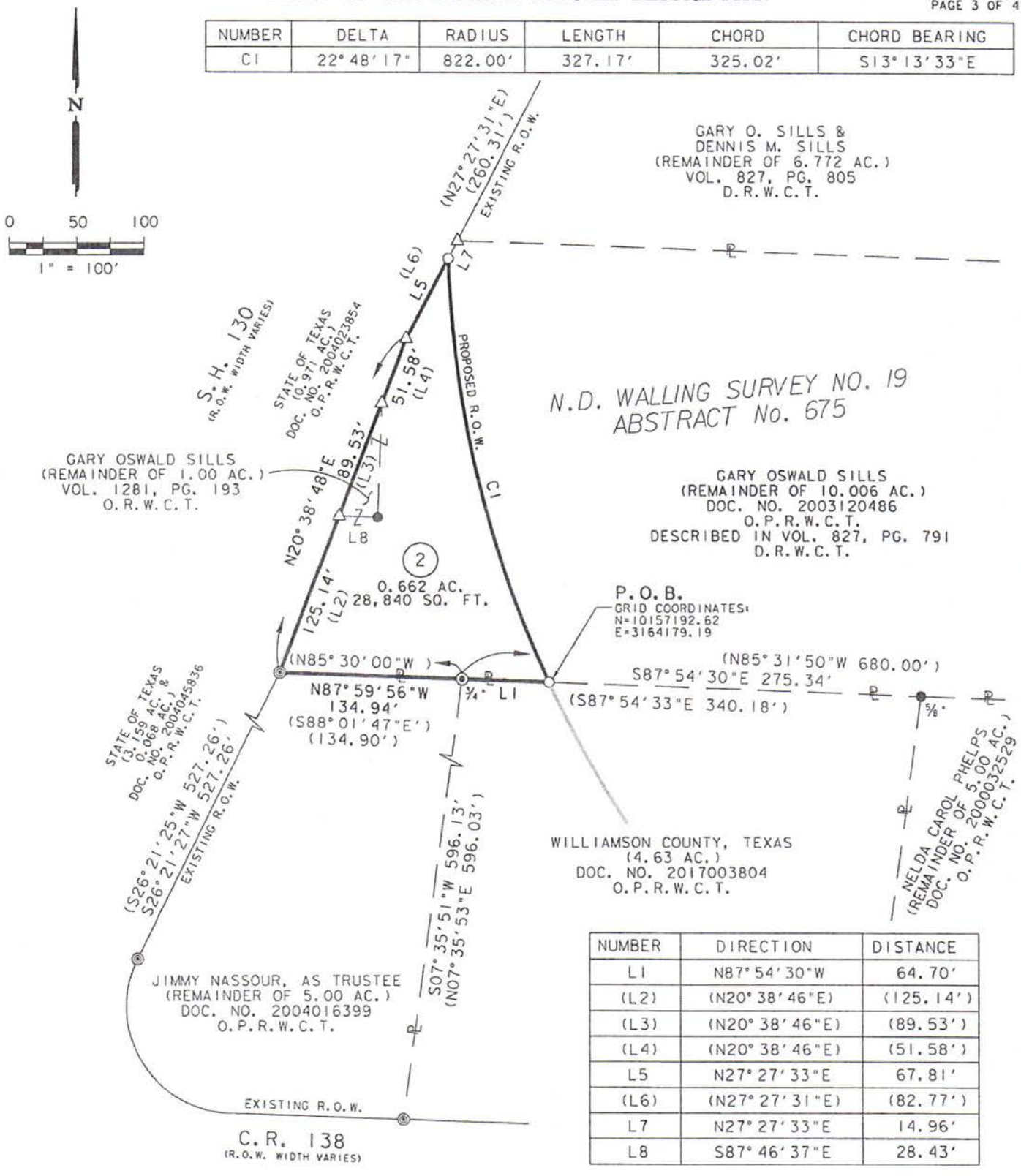
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/24/17
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22° 48' 17"	822.00'	327.17'	325.02'	S13° 13' 33"E



NUMBER	DIRECTION	DISTANCE
L1	N87° 54' 30"W	64.70'
(L2)	(N20° 38' 46"E)	(125.14')
(L3)	(N20° 38' 46"E)	(89.53')
(L4)	(N20° 38' 46"E)	(51.58')
L5	N27° 27' 33"E	67.81'
(L6)	(N27° 27' 31"E)	(82.77')
L7	N27° 27' 33"E	14.96'
L8	S87° 46' 37"E	28.43'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GARY OSWALD SILLS

SCALE	PROJECT	COUNTY
1" = 100'	CR 138	WILLIAMSON

PARCEL 2

S:*Williamson County\Corridor A1\PARCELS\0.662 AC SILLS TRACT\SILLS.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
○	IRON ROD STAMPED "RPLS-4933" SET
⊛	IRON ROD FOUND W/ TXDOT ALUMINUM CAP
△	CALCULATED POINT
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
≂	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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

M. Stephen Truesdale 7 June 2017

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.662	28,840
CALC/DEED AREA	5.808	252,996
REMAINDER AREA	5.146	224,156

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GARY OSWALD SILLS

SCALE	PROJECT	COUNTY
1" = 100'	CR 138	WILLIAMSON

PARCEL 2

S:*Williamson County\Corridor A1\PARCELS\0.662 AC SILLS TRACT\SILLS.dgn

EXHIBIT "C"

EXCHANGE DEED
County Tract

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the grant of title to certain property to Grantor of even date herewith, and other good and valuable consideration to Grantor in hand paid by CSW SR HUTTO, LLC, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 1.057 acre (46,054 square foot) tract of land situated in the N.D. Walling Survey No. 19, Abstract No. 675, Williamson County, Texas, said tract being additionally described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2018.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

_____
Signature

_____
Printed Name

Notary Public, State of Texas

After recording please return to:

EXHIBIT "D"

EXCHANGE DEED
CSW Tract

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW MEN BY THESE PRESENTS:

That CSW SR HUTTO, LLC, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the grant of title to certain property to Grantor of even date herewith, and other good and valuable consideration to Grantor in hand paid by WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.662 acre (28,840 square foot) tract of land situated in the N.D. Walling Survey No. 19, Abstract No. 675, Williamson County, Texas, said tract being additionally described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

CSW SR HUTTO, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of _____, 2018, by _____, in the capacity and for the purposes and consideration recited herein.

_____
Signature

Notary Public, State of _____

After recording please return to:

Commissioners Court - Regular Session **25.**

Meeting Date: 04/24/2018

Rule 11 Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with David Fuchs, et al regarding right of way needed on CR 101 (Parcel 35). Funding Source Road Bonds P269

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fuchs Rule 11 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:09 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2018 10:01 AM
Final Approval Date: 04/19/2018		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

April 11, 2018

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail dfuchs33@outlook.com
David Fuchs
904 Red Bud Lane
Round Rock, Texas 78664

Re: Williamson County—CR 101
Cause No. 18-0279-CC1
Parcel No.: 35

Dear David:

Please allow this letter to constitute a Rule 11 Settlement and Condemnation Agreement ("Agreement") between Williamson County ("County") and Doris M. Fuchs, William G. Fuchs, David B. Fuchs, Karla G. Fuchs, and Cheryl Fuchs ("Owner") in connection with the project identified herein and the property to be acquired as part of the CR 101 construction project. The terms of this Agreement and the settlement reached are follows:

1. County agrees to pay, and Owner agrees to accept, the total sum of **$72,500**, for the 3.863 acre right of way property (Parcel 35) sought to be acquired in the current condemnation suit, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Owner. The property to be acquired are further described in Plaintiff's Original Petition for Condemnation on file in this Cause.

   The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the appointed commissioners at the hearing currently scheduled for May 11, 2018, and for which Owner has received notice.

2. As additional consideration for this Agreement the County further agrees that it shall cause one (1) field drive connection to be constructed at the County's expense between the proposed CR 101 roadway improvements and the remaining property of Owner. The drive shall be constructed as

part of the County's CR 101 improvement project for which the Property is to be used. The drive shall have a width of fourteen feet (14'), with radii of twenty-five feet (25'), and shall be constructed with road base material. The County will install a twenty-four inch (24") corrugated metal pipe culvert under the driveway, and the culvert shall be a minimum of forty feet (40') in length at the top line and exclusive of any safety end treatments (SET's). The drive shall be located at a roadway station alignment which shall be agreed to between County and Owner in advance of construction, which location must otherwise comply with the spacing or development rules of any applicable jurisdiction regulating the Property.

3. County agrees to deposit the sum of $72,500 in the registry of the court within 14 days after the entry of the Agreed Special Commissioners Award as set out herein.

4. It is agreed that neither County nor Owner shall file objections to the Award of Special Commissioners in this cause as long as County deposits the amount of the Award pursuant to the terms as stated herein.

If this letter correctly sets forth the terms of our Rule 11 agreement and the condemnation settlement reached between the County and Owner, please so indicate by having the appropriate persons execute this letter in the spaces indicated below.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

_____
David B. Fuchs, Individually and as
Attorney in Fact for Doris M. Fuchs
and William G. Fuchs

_____
Karla G. Fuchs

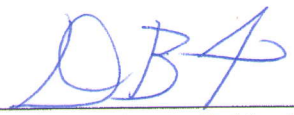
Cheryl Fuchs
Cheryl Fuchs

AGREED AND ACCEPTED:

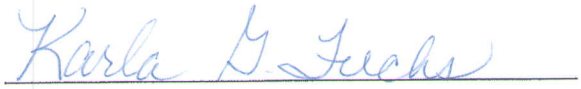
WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

AGREED AND ACCEPTED:



David B. Fuchs, Individually and as
Attorney in Fact for Doris M. Fuchs
and William G. Fuchs



Karla G. Fuchs

_____

Cheryl Fuchs

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

Commissioners Court - Regular Session **26.**

Meeting Date: 04/24/2018

2013 Park Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer to move $545,943 from Blackland Heritage Phase I (P316) to Southwest Regional Park (P320).

Background

This budget transfer is needed to make funds available for the staff recommendation of award RFCSP # 1802-215 to Falkenberg Construction Co. for a contract price in the amount of $839,847 and owner's construction contingency in the amount of $50,000 for a total $889,847.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Emmeline Palma		Started On: 04/18/2018 08:35 AM
Final Approval Date: 04/18/2018		

Commissioners Court - Regular Session **27.**

Meeting Date: 04/24/2018

SO

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on moving Employee #14069 from the L chart to the B chart.

Background

This item is on the agenda as an exception for retention of employee #14069. This employee came in from the outside originally and due to internal guidelines was placed on the L chart at a midgrade level. This action placed this management level employee at a pay rate very close first line level employees. This exception would allow movement onto the B chart and a remedy using existing salary savings will adjust this employee into the range with like employees within the organization. This move is consistent with prior approve changes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	04/19/2018 09:36 AM
Form Started By: Rebecca Clemons		Started On: 04/19/2018 09:02 AM
Final Approval Date: 04/19/2018		

Commissioners Court - Regular Session **28.**

Meeting Date: 04/24/2018

budgetorderchange

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a change to the FY17.18 Budget Order.

Background

The only change requested is under the section regarding take home vehicles on page 11. A request has been proposed to include the new staff in the Office of the Fire Marshal and Special Operations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budgetorder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	04/19/2018 11:41 AM
Form Started By: Rebecca Clemons		Started On: 04/19/2018 10:12 AM
Final Approval Date: 04/19/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2017/2018 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2017/2018;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.69 per year
n)	Each Constable	80,771.60 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2017/2018 budget year is as follows:

Veterans Day	Friday	November 10, 2017
Thanksgiving Holiday	Thursday Friday	November 23, 2017 November 24, 2017
Christmas Holiday	Monday Tuesday	December 25, 2017 December 26, 2017
New Year's Holiday	Monday	January 1, 2018
Martin Luther King Day	Monday	January 15, 2018
President's Day	Monday	February 19, 2018
Good Friday	Friday	March 30, 2018
Memorial Day	Monday	May 28, 2018
Independence Holiday	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of

funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of County employee events
b) Flowers for the death of an employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
    (Purchasing guidelines must be adhered to)
    i. The employee must be vested
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments,

medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

V. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*
   - Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
     - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
     - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
   - Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

- Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
    - Cardholder is responsible to verify budget funds are available before the purchase is made.
    - *Purchases $5,000 or greater require approval of the County Judge.*
    - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. .
    - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

    a. Policies, Procedures and Manuals
    b. Training Materials
    c. Forms
    d. Guides and other tools to assist in the purchasing process

4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

    http://www.wilco.org/CountyDepartments/Purchasing

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

    a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.
    b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.

c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. .

d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.

e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.

f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.

g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual

i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

l) All authorizations and account coding should be made on the invoice.

m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. .

pq Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or

school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

   The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to

their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) One Chief and three Commanders in the Corrections Division of the Sheriff's Office
c) Each Constable and Deputy Constables
d) Investigators in the District Attorney and County Attorneys offices
e) Two on call maintenance employees designated by the Maintenance Division Director
f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
g) The The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and the Special Operations Captain ~~Hazardous Materials Chief and Assistant Haz-Mat Chief~~
h) The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
j) The MOT Director and all on call MOT counselors
k) The Director of Emergency Management and the Deputy Director of Emergency Management
l) The Wireless Communications Director and the Wireless Communications Tower Technician

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of

Infrastructure, Purchasing Agent, and a representative from the Budget Office. The Purchasing Agent is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2017/2018 WILLIAMSON COUNTY BUDGET ORDER ~~was passed on a vote of 4 for, and 0 against on the day of September 19, 2017~~.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Dan A. Gattis, County Judge Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County Cell Phone Policy

Policy
Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the

employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.
- For Non-Airport Parking – Valet service is not an option unless safety is a concern.
- Sales tax on hotel parking
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Commissioners Court - Regular Session **29.**

Meeting Date: 04/24/2018

Motorola Statement of Work Florence Tower #5 Relocation

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. for the Williamson County Florence Tower Site #5 Relocation. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15).

Background

Florence Tower relocation has been under deep discussions for a couple years now and has been part of the RCS/Emergency Services future build and ten year plan. The lease term for this site will be expiring April of 2019. The tower owner has limited the County's ability to incorporate our 5th tower into the redundant network with regards to microwave, this tower site is a spur into our Prime Tower and is not part of the current microwave ring with our existing (9) towers. Not being part of the ring makes this site vulnerable and does not allow for redirection of data and voice traffic in the event of a path loss. The northwest portion of the county and Florence/Jarrell areas of the still remains sparsely covered, loss of this site for any amount of time is detrimental to the users in the North area of the County and the tri-county lines. Movement on to our own site will allow for this tower to be incorporated into the existing network and allow the County to be the final decision maker with regards to build out and expansion. Moving onto our site will also relinquish the RCS from continuing to pay lease fees to the existing tower site owner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motorola SOW Florence Relocation

Motorola 1295 COE

WC County Addendum

SOW Signature Page

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/19/2018 12:03 PM
County Judge Exec Asst.	Wendy Coco	04/20/2018 11:38 AM
Form Started By: Catherine Roberts		Started On: 04/19/2018 11:03 AM
Final Approval Date: 04/20/2018		

PROPOSAL
WILLIAMSON COUNTY

WILLIAMSON COUNTY FLORENCE SITE RELOCATION

MOTOROLA SOLUTIONS

PS-000084522

TABLE OF CONTENTS

1. Solution Overview..... 5

2. Florence Site Relocation Description..... 6

2.1 Simulcast Sites..... 6

2.1.1 Radio Frequency Distribution System..... 7

2.2 Backhaul Solution..... 8

2.2.1 Microwave Implementation 8

2.2.2 Path Design and Reliability..... 10

2.3 Design Assumptions..... 12

2.4 Equipment List..... 13

3. Implementation Plan..... 20

3.1 Statement of Work..... 21

3.2 Civil Development 28

3.3 Acceptance Test Plan..... 36

3.3.1 Functional Acceptance Test..... 36

3.3.2 Radio System - Coverage Acceptance Test for Florence Site..... 36

4. Support Plan..... 37

5. Pricing..... 38

5.1 Equipment and Services Summary..... 38

6. Contractual Documentation..... 39

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are the trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2018 Motorola Solutions, Inc. All rights reserved.

Catherine Roberts

Williamson County

508 Rock St

Georgetown, TX 78626

RE: Florence Site Move Project

Dear Ms. Roberts,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Florence Site Move Project. The Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC (RA05-15) Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,

Motorola Solutions, Inc.

SECTION 1

SOLUTION OVERVIEW

Motorola is pleased to provide Williamson County with a quote to relocate the existing RF simulcast remote site located near Florence, TX to the new location at coordinate 30°49'48.3"N 97°48'25.1"W. This quote includes a new 380 ft tower, shelter, and equipment for a 15 channel remote IP simulcast site. The proposal also includes a GTR 8000 base radio with its own antenna system for VHF paging operations.

The existing microwave links from Granger to Tower Road and from Tower Road to Liberty Hill shall be relocated to add the proposed Florence site to microwave loop. The links shall be relocated to point from Granger to Florence and Florence to Liberty Hill. Motorola's proposal includes the replacement of the microwave antenna line and RF antenna lines as part of the relocation. All preconstruction studies, such as geo, NEPA studies, etc are included. The existing Florence shelter and radio equipment shall be decommissioned and relocated to the Williamson County Wireless Communication Site.

SECTION 2

FLORENCE SITE RELOCATION DESCRIPTION

The proposal includes new RF site equipment as part of the relocation project to provide a smooth transition and cut-over of the radio coverage that the radio system provides. The following highlights the major equipment that is included as part of this proposal:

IP Simulcast Remote Site Equipment:

- Qty (15) GTR 8000 800MHz Base Radios.
- Qty (2) Site Routers.
- Qty (2) Site Switches.
- Qty (1) TRAK GPS System.
- Qty (2) 800MHz 10ch Combiner Systems.
- Qty (1) Multicoupler System.
- Qty (1) Advance Power Monitoring system.
- Qty (2) TX Antenna Systems.
- Qty (1) RX Antenna System with TTA.
- Qty (1) DC Power System.
- Qty (1) SDM3000 Site Management Device.
- Qty (1) 380ft Tower.
- Qty (1) MSB 12x24 Shelter with Indoor 80 kW Diesel Generator.
- Microwave Waveguide and ACU.
- MOSCAD Site Device Licenses.

VHF Paging Repeater Equipment:

- Qty (1) GTR 8000 VHF Base Radio.
- Qty (1) VHF Antenna System.

2.1 SIMULCAST SITES

A simulcast land mobile radio system provides continuous coverage over a large geographic region using a single set of frequencies. Simulcast solutions extend a system's RF coverage, especially in areas where available frequencies are limited, and in areas where physical barriers (for example, mountains and buildings) can cause reduced signal coverage.

Trunked simulcast was developed by Motorola Solutions to meet the needs of users who were outgrowing their single-site radio systems. Simulcast offers the following advantages:

- **Improved Coverage** – One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites without adding additional frequencies.
- **Efficient Use of Frequencies** – Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are used at every site in the system. This makes very efficient use of the available spectrum.
- **Simplified Radio Operations** – Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

2.1.1 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

For the receivers, this can include duplexers, site preselectors, and multicouplers. Various RFDS options exist for each of the GTR 8000 Base Radio, GTR 8000 Site Subsystem, and GTR 8000 Expandable Site Subsystem.

This proposal includes two 10 channel combiners that provides capacity for future expansion of up to 5 additional channels.

2.2 BACKHAUL SOLUTION

This project relocates existing microwave links to add Florence to the Williamson County microwave loop. The paper path study shows that the existing microwave radios and antenna size for the Liberty Hills to Tower Road and Tower Road to Granger are sufficient for the relocation of the microwave links to integrate the new Florence site into the Williamson County Aviat microwave ring as described in the system overview. New waveguide and new ACUs are included to relocate and reconfigure the links.

2.2.1 Microwave Implementation

The recommended microwave equipment and steps are proposed to accomplish the relocation of the Florence RF site:

- Uninstall the existing microwave radio/router rack and power system rack from Tower Road.
- Uninstall the antennas and dehydrators at Tower Road.
- Uninstall the waveguide at Tower road and discard.
- Relocate microwave radios, power system racks, dehydrators, and antennas to the new Florence site.
- Re-install the existing radio/router rack, microwave power systems rack, antennas, and dehydrator at the proposed Florence site.
- Install new waveguide runs at the proposed Florence site.
- Update ACUs for the new paths in the radios at Liberty Hill and Granger to support the new paths to the proposed Florence site.
- Realign the antennas at both Liberty Hill and Granger to address the new paths facing Florence.

Figure 1-1 and Figure 1-2 provides a high level diagram of the existing and proposed microwave design.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

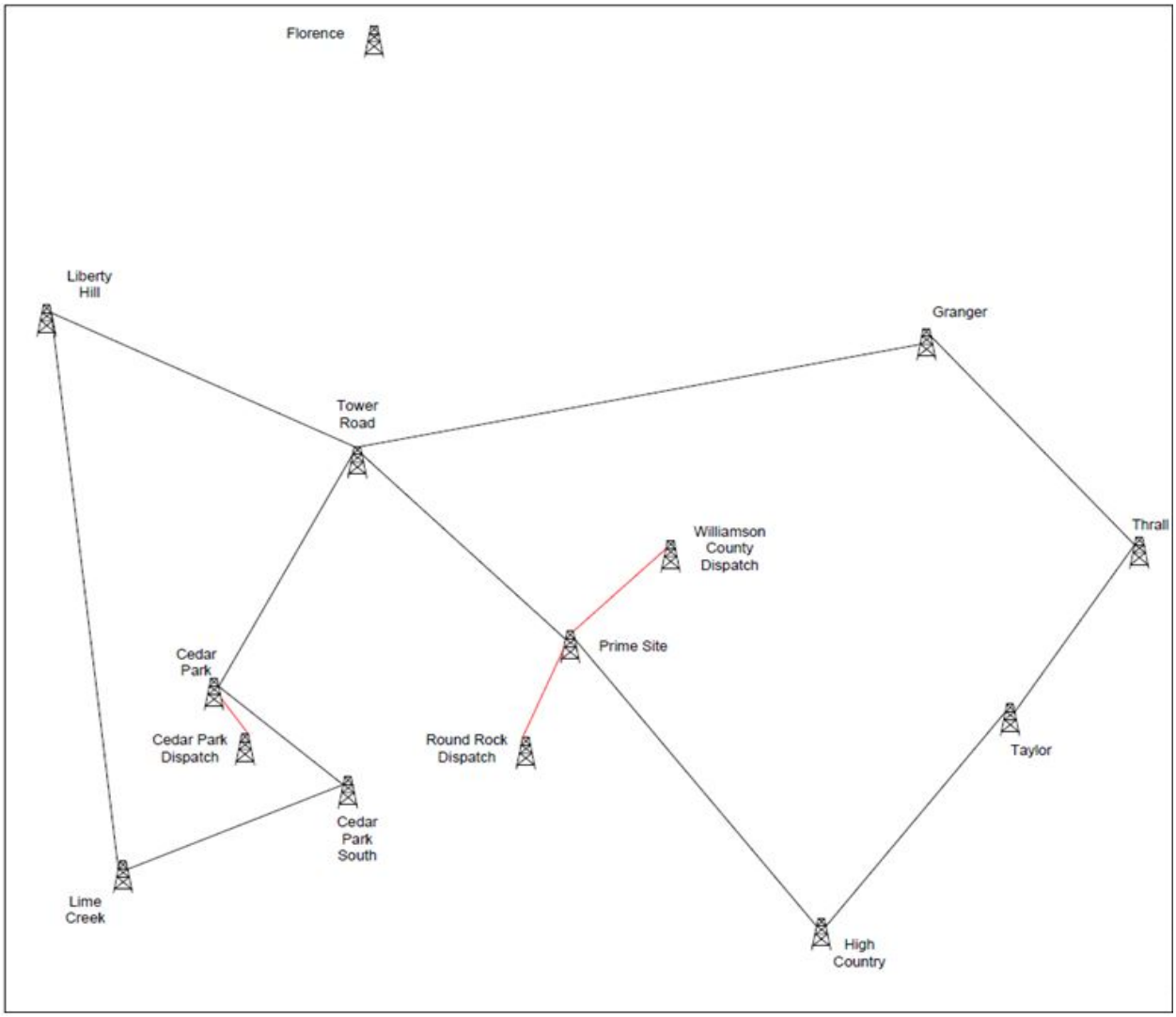


Figure 1-1: Williamson County's Existing Microwave Network Diagram.

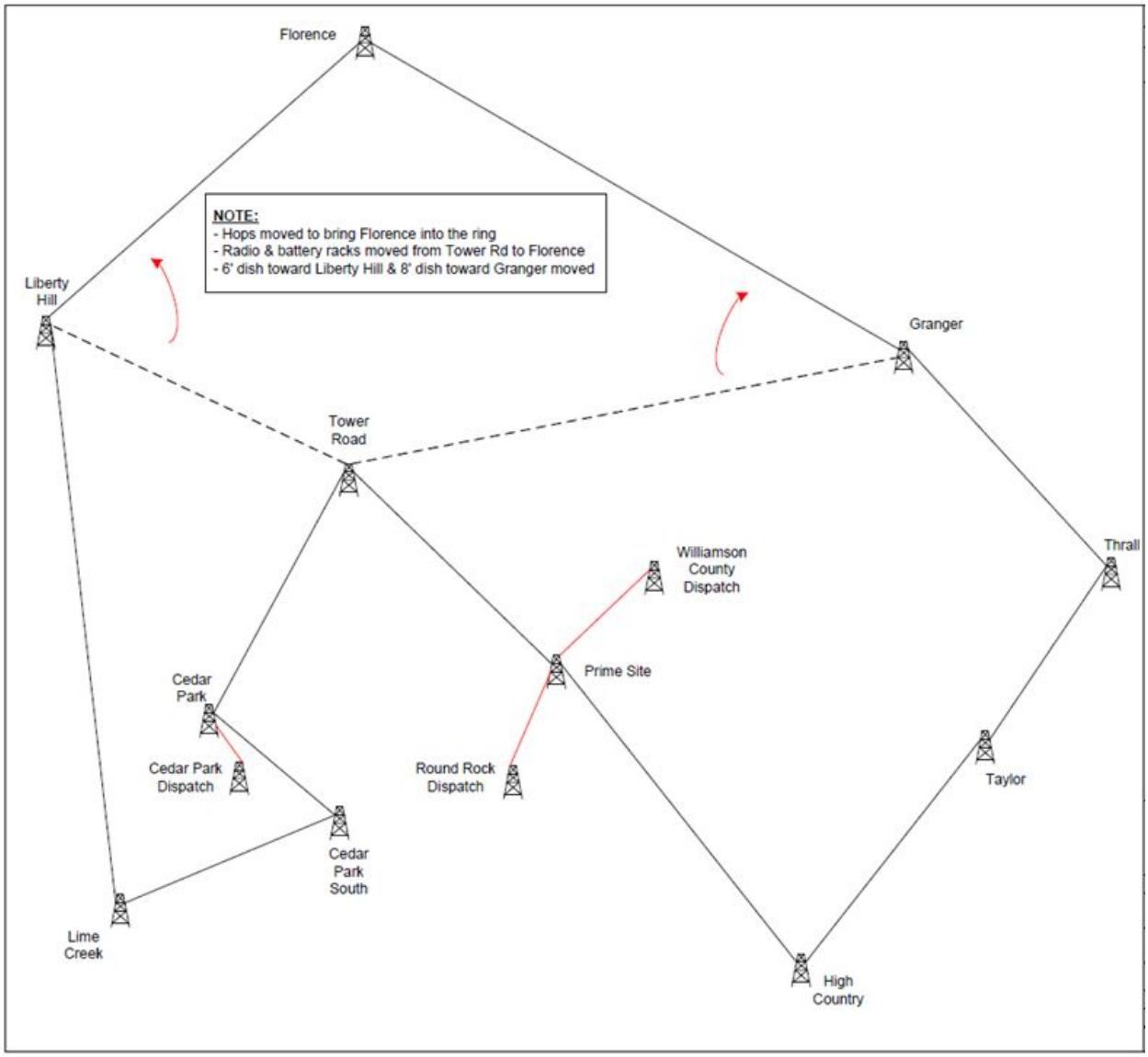


Figure 1-2: Williamson County's Proposed Microwave Network Diagram.

2.2.2 Path Design and Reliability

The relocation of the existing links to Florence from Tower Road has been designed to a path reliability of five-nines (99.999%) or better, which relates to 5.26 minutes of down time per year per link. This reliability metric is based on calculations involving received signal level (RSL) and microwave radio sensitivity levels, which have been determined from preliminary path calculations based on the following site coordinates in Table 1-1.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

Table 1-1: Path Design and Reliability.

Link	Site Name	Coordinates						Antenna Info	
		Lat (N)			Long (W)			MW Height (ft)	Azimuth (°)
		d	m	s	d	m	s		
Link 1	Granger	30	43	10.2	97	30	26.8	240	293.23
	Florence	30	49	48.3	97	48	25.1	190	113.07
Link 2	Florence	30	49	48.3	97	48	25.1	150	234.7
	Liberty Hill	30	44	49.8	97	56	34	200	54.63

Preliminary path calculations did not reveal obstructions. Field path surveys must be conducted to verify that above-terrain blockages do not exist; blockages such as buildings, water towers, etc. For this reason, at this point in time, these preliminary path reliability calculations are not guaranteed to work at five-nines reliability until the actual field surveys are conducted.

Once the project is purchased, full in-field path studies will be conducted during the implementation project. If at that time a path is discovered to be blocked by an above-terrain obstruction, Motorola Solutions and the Williamson County will work together to find a solution, but any associated costs with those adjustments will be the responsibility of Williamson County.

2.3 DESIGN ASSUMPTIONS

Motorola has based the system design on information gathered from meetings with Williamson County. All assumptions have been listed below for review by Williamson County. Should Motorola's assumptions be deemed incorrect or not agreeable to Williamson County, a revised proposal with the necessary changes and adjusted costs will be required.

- This proposal shall include all preconstruction studies cost prior to the installation of the tower and any grounding required.
- The customer is responsible for the acquisition and maintenance of the site location.
- Motorola has provided a quote to relocate and optimize the microwave link as described in this proposal. Motorola has included new waveguide but shall reuse the existing microwave dishes and radio equipment.
- Motorola assumes that the existing antennas and waveguide at Liberty Hill and Granger can be reused for the paths facing Florence, keeping the dishes on the same leg as they are currently installed.
- The paths that connect the Microwave network must have a Line-of-Site (LOS). If a physical path survey determines the path is not LOS, then an alternative path design may be required. If a new path is needed, the constituent in this proposal is responsible for the incurred cost for a new path design.
- Motorola assumes space is available on the tower at Granger and Liberty Hill adjustments to the microwave design as proposed in this proposal.
- Motorola has included the cost to conduct a tower study for the Granger and Liberty Hill tower. Motorola assumes the tower has the capacity to handle any necessary adjustment to the microwave dishes. In the event structural analysis fails due to relocation of the dishes, Williamson County shall be responsible for the cost of remediating the tower and any other cost associated with said remediation.
- Motorola has provided frequency coordination for the microwave FCC licensing.
- All FCC licensing outside the microwave FCC licensing shall the responsibility of the customer.
- No coverage guarantee/commitment is provided for the VHF paging repeater.
- The VHF paging repeater will reside on a new VHF license pair separate from the other paging sites to minimize interference.
- Approved local, State, or Federal permits, as may be required for the installation and operation of the proposed equipment, are the responsibility of the customer.
- Where necessary, the customer shall provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the sites.

2.4 EQUIPMENT LIST

QTY	DESCRIPTION
	MSB
1	MSB 12X24 1-RM BLDG. INCLS LP GENERAC GEN & (2) 16KW UPS
1	DEL: DELETE 20KVA/16KW UPS (QTY 2)
1	ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN)
1	ALT: DIESEL GENERATOR (GENERAC) 80 KW
	TOWER SELF SUPPORTING
1	380' SELF SUPPORTING TOWER
	FLORENCE REPEATER
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio

1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC

1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
	FNE
1	GGM 8000 GATEWAY
1	ADD: DC POWER
1	GGM 8000 GATEWAY
1	ADD: DC POWER

2	2620-24 ETHERNET SWITCH
1	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
1	FOUR PORT IRIG B TIME CODE FDM
4	FOUR PORT DDM
3	RACK 7.5' OPEN
2	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES
3	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
	FLORENCE RFDS
1	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	PRESELECTOR 806-824 MHZ 10 MHZ BW 19 IN MOUNT (428 SERIES ONLY)
1	10 CHANNELS 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	10 CHANNEL 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	ADVANCED POWER MONITOR, 740-870 MHZ, 36-60V DC (INC SINGLE COUPLER)
1	ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796
	TX ANTENNA LINE 1
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	114EZ DIN FEMALE CONNECTOR
2	114EZ DIN FEMALE CONNECTOR
1	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	BULKHEAD FLANGE MOUNT ADAPTER
40	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
	TX ANTENNA LINE 2
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	114EZ DIN FEMALE CONNECTOR

1	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	BULKHEAD FLANGE MOUNT ADAPTER
40	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
	RX ANTENNA LINE
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
5	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
410	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
2	78EZNF-M N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
410	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
1	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
40	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
40	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L5SGRIP 7/8" SUPPORT HOIST GRIP
2	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
8	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
8	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
	VHF PAGING
1	GTR 8000 Base Radio
1	ADD: VHF (136-174 MHZ)
1	ADD: ANALOG ONLY CONV SW
1	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160

1	ADD: NARROW PRESELCTOR, 136-154 MHZ
1	ADD: EXT DUAL CIRCULATOR, 144-160 MHZ
1	ADD: WILDCARD W/GPIO
1	ADD: POWER CABLE, DC
1	ADD: RACK MOUNT HARDWARE
	VHF ANTENNA LINE
1	OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHZ, PIM RATED
1	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 3 CLAMPS
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
1	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
40	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
2	221213 CABLE WRAP WEATHERPROOFING
6	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	BREAKER, 25 AMP
1	GGM 8000 GATEWAY
1	ADD: DC POWER
1	ADD: CONV CHAN GATEWAY
1	BREAKER, 5 AMP
	MOSCAD
1	SITE MANAGER ADVANCED
1	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	GMC_PER_DEVICE_SW_LICENSES
1	GMC_SW_LIC_PER_GTR8000_CONV_BR
15	GMC_SW_LIC_PER_GTR8000_MS_BR
1	GMC_SW_LIC_PER_TRAK_GPS
1	RTU_PER_DEVICE_SW_LICENSES
1	RTU_SW_LIC_PER_GTR8000_CONV_BR
15	RTU_SW_LIC_PER_GTR8000_MS_BR

1	RTU_SW_LIC_PER_TRAK_GPS
	DC POWER SYSTEM
1	BATTERY, 608AH 48VDC STRING CONSISTING OF (24) 2V CELLS MED RATE VLRA
1	STEEL FLOOR LOADING PLATE FOR A 90G15 BATTERY
2	50 AMP BREAKER FOR TYPE CDPD
2	80 AMP BREAKER FOR TYPE CDPD
4	SPD, 48VDC DISTRIBUTION POWER BUS PROTECTOR, SAD
	AVIAT MICROWAVE
1	AVIAT ECLIPSE ACU, WAVEGUIDE & ACCESSORIES

SECTION 3

IMPLEMENTATION PLAN

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

3.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Wilco
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	☑	☑
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	☑	☐
Purchase the required performance bond.	☐	☑
Assign a Project Manager as a single point of contact.	☑	☑
Assign resources.	☑	☑
Schedule project kickoff meeting.	☑	☑
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	☑	☑
Record and distribute project status meeting minutes.	☑	☐
Maintain responsibility for third-party services contracted by Motorola Solutions.	☑	☐
Complete assigned project tasks according to the project schedule.	☑	☑
Submit project milestone completion documents.	☑	☐
Upon completion of tasks, approve project milestone completion documents.	☐	☑
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.	☑	☐
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	☑	☑
Present project scope and objectives.	☑	☐
Review SOW responsibilities and project schedule.	☑	☑
Schedule Design Review.	☑	☑
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	☑	☐
Present installation plan.	☑	☐
Present preliminary cutover plan and methods to document final cutover process.	☑	☐
Present configuration and details of sites required by system design.	☑	☐

Tasks	Motorola Solutions	Wilco
Validate that customer sites can accommodate proposed equipment.	☑	☑
Provide approvals required to add equipment to proposed existing sites.	☐	☑
Review safety, security, and site access procedures.	☑	☐
Finalize site acquisition and development plan.	☑	☐
Present equipment layout plans and system design drawings.	☑	☐
Provide backhaul performance specifications and demarcation points.	☑	☐
Provide heat load and power requirements for new equipment.	☑	☐
Provide information on existing system interfaces.	☐	☑
Provide frequency and radio information for each site.	☐	☑
Complete the required forms required for frequency coordination and licensing.	☑	☐
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.	☐	☑
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	☑	☐
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	☑	☐
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.	☐	☑
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.	☐	☑
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.	☐	☑
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary equipment shelter, and tower for installation of system equipment.	☑	☐
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at the new site.	☑	☐
Provide adequate electrical power in proper phase and voltage at sites.	☐	☑
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.	☐	☑
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	☑	☐

Tasks	Motorola Solutions	Wilco
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.	☐	☑
Conduct one three-point ground resistance test of each site.	☑	☐
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.	☑	☐
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.	☑	☐
Prepare site construction drawings showing the layout of new and existing equipment.	☑	☐
Review and approve site construction drawings.	☐	☑
Obtain the permits needed to complete site development, including electrical, building, and construction permits.	☑	☐
Pay for application fees, taxes, and recurring payments for lease/ownership of property.	☐	☑
Deliverable: Information and permitting requirements completed at each site.		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	☑	☐
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	☑	☐
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	☑	☐
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.	☐	☑
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	☑	☐
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	☑	☐
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	☑	☐
Assemble required subsystems to assure system functionality.	☑	☐
Power up, load application parameters, program, and test all staged equipment.	☑	☐
Confirm system configuration and software compatibility with the existing system.	☑	☐
Inventory the equipment with serial numbers and installation references.	☑	☐
Review and approve proposed Factory Acceptance Test Plan.	☐	☑
Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.	☐	☑
Perform factory functional acceptance tests of system features	☑	☐

Tasks	Motorola Solutions	Wilco
Conduct site and system level testing.	☑	☐
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	☑	☐
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment .	☐	☑
Pack and ship solution equipment to the identified, or site locations.	☑	☐
Receive solution equipment.	☐	☑
Inventory solution equipment.	☑	☐
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	☑	☐
Coordinate receipt of and inventory solution equipment with designated contact.	☑	☐
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	☑	☐
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.	☐	☑
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	☑	☐
Connect installed equipment to the provided ground system.	☑	☐
Label equipment, racks, and cables.	☑	☐
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	☑	☐
Note any required changes to the installation for inclusion in the "as-built" system documentation.	☑	☐
Remove, transport, and dispose of old equipment that is not included in this proposal to be removed by Motorola	☐	☑
Deliverable: Equipment installed.		
Antenna Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts	☑	☐
Install towertop amplifiers.	☑	☐
Install transmission lines required for system.	☑	☐
Provide structure penetrations for transmission equipment (e.g. antennas or microwave line.).	☑	☐

Tasks	Motorola Solutions	Wilco
Install microwave waveguide and lines, as applicable.	☑	☐
Perform sweep tests on transmission lines.	☑	☐
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	☑	☐
Supply and install ground buss bar at the bottom of each antenna support structure.	☑	☐
Deliverable: Antennas installed and grounded.		
ASTRO 25 Core and Remote Site installation and Configuration		
Configure ASTRO 25 system to support the new RF sites.	☑	☐
Integrate the RF sites into the system to ensure proper operation.	☑	☐
Deliverable: ASTRO 25 Core and remote site equipment installation completed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	☑	☐
Verify that all audio and data levels are at factory settings.	☑	☐
Verify communication interfaces between devices for proper operation.	☑	☐
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	☑	☐
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	☑	☐
Witness the functional testing.	☐	☑
Document all issues that arise during the acceptance tests.	☑	☐
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	☑	☐
Resolve any minor task failures before Final System Acceptance.	☑	☐
Document the results of the acceptance tests and present for review.	☑	☐
Review and approve final acceptance test results.	☑	☐
Document all issues that arise during the acceptance tests.	☑	☐
Document the results of the acceptance tests and present to the Customer for review.	☑	☐
Deliverable: Completion of functional testing and approval by Customer.		
Coverage Testing		
Determine the required number of test vehicles for simultaneous testing of multiple service areas.	☑	☑

Tasks	Motorola Solutions	Wilco
Perform coverage testing according to the Coverage Acceptance Test Plan (CATP), Submit test reports within the agreed period.	☑	☐
For any area that fails, take corrective action.	☑	☐
Retest any areas for which corrective action has been taken.	☑	☐
Document all issues that arise during the coverage testing.	☑	☐
Submit final test reports, according to the agreed period.	☑	☐
Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.	☐	☑
Review and approve test results.	☐	☑
Deliverable: Completion of coverage testing and approval by Customer.		
Cutover		
Finalize Cutover Plan.	☑	☑
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.	☐	☑
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.	☐	☑
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	☑	☐
Notify the personnel affected by the cutover of the date and time planned for cutover.	☐	☑
Provide ongoing communication with users regarding the project and schedule.	☑	☑
Cut over users and ensure that user radios are operating on system.	☐	☑
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	☑	☐
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.	☐	☑
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	☑	☐
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	☑	☐
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	☑	☐
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		

Tasks	Motorola Solutions	Wilco
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	☑	☐
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:	☑	☐
• Site Block Diagrams.		
• Site Floor Plans.		
• Site Equipment Rack Configurations.		
• Antenna Network Drawings for RF Sites (where applicable).		
• ATP Test Checklists.		
• Functional Acceptance Test Plan Test Sheets and Results.		
• Equipment Inventory List.		
• Maintenance Manuals (where applicable).		
• Technical Service Manuals (where applicable).		
Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.	☐	☑
Execute Final Project Acceptance.	☑	☑
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.2 CIVIL DEVELOPMENT

1. **Site Development at Williamson County Florence Yard Site**
   Site Scope Summary

♦Engineering services for site drawings and regulatory approvals – Included.

♦Zoning Services – Included

♦New fenced compound/expansion size – up to 55-foot x 55-foot.

♦Clearing type – Light.

♦Road length requiring improvement – up to 150 feet.

♦New shelter size, 12' x 34' with indoor Diesel Generator

♦New generator size – 80 kW, Diesel – Indoor

♦New fuel tank size – 322 gallons, Diesel sub-base.

♦New tower to be used for antennas – 380-foot self-supported tower.

♦New tower foundation size – up to 210 cubic yards, Type – Pier and pad.

Motorola Responsibilities:

Site Zoning

♦Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

♦Prepare site construction drawings showing the layout of various new and existing site components.

♦Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).

♦Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

♦Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.

♦Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.

♦Prepare record drawings of the site showing the as-built information.

♦Perform construction staking around the site to establish reference points for proposed construction.

♦Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a

significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource studyas needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

♦Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.

♦Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.

♦Check tower erection for plumbness, linearity and alignment after installation.

♦Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.

♦Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

♦Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.

♦Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

♦Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (up to 11,025 square feet).

♦Perform clear light brush, grub roots and dispose vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 150 feet in length).

♦Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 7,225 square feet).

♦Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 5,041 square feet).

♦Provide a 15-foot wide access road (not to exceed 150 feet in length), including surface grading and graveling

♦Provide silt fence around the compound to control soil erosion (not to exceed 260 linear feet).

♦Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 260 linear feet).

♦Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

♦Construct 1 reinforced concrete foundation necessary for shelter and generator foundation.

♦Supply and install one (1) shelter at site.

♦Supply and install one 120/240-volt, 300-amp, single-phase meter pedestal and hook-up for electrical service by the local utility.

♦Provide all trenching, conduit, and cabling necessary for underground hook-up of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.

♦Supply and install a perimeter grounding system with ground radials around the new site components (tower, shelter, generators, etc.) to meet current Motorola's R56 standards

♦Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.

♦Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

♦Construct pier and pad type tower foundations including excavation, rebar and concrete (not to exceed 135 cubic yards).

♦Erect new 380-foot self-supported tower with strobe lighting.

♦Supply and install grounding for the tower-base for self-supported towers

Antenna and Transmission Line Installation

♦Install 3 antenna(s) for the RF system.

♦Install 1 GPS antenna(s).

♦Install 1 tower top amplifier(s).

♦Install up to 400 linear feet of 1/2-inch transmission line.

♦Install up to 400 linear feet of 7/8-inch transmission line.

♦Install up to 400 linear feet of 1-1/4-inch transmission line.

♦Perform sweep tests on transmission lines.

♦Provide and install attachment hardware for supporting transmission lines on the antenna support structure every three feet.

♦Supply and install 6 ground buss bars for grounding RF cables.

Existing Facility Improvement Work

♦Supply and install up to 10 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.

♦Ground all new metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.

Miscellaneous Work

♦Estimated Tribal fees included

♦Procure and install new entry port for shelter

Williamson County Responsibilities:

♦If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.

♦As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.

♦Pay for all utility connection, pole or line extensions, and any easement or usage fees.

♦Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.

♦Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.

♦Pay for application fees, taxes and recurring payments for lease/ownership of the property.

♦Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

♦As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply withNFPA 70, Article 708

♦Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.

♦Provide a right of entry letter from the site owner for Motorola to conduct field investigations.

♦Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.).

♦Provide space, HVAC, backup power (UPS, generator), grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.

♦Confirm that there is adequate utility service to support the new equipment and ancillary equipment.

♦Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.

♦If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.

Assumptions:

♦No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.

♦All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).

♦All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.

♦Site will have adequate electrical service for the new tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.

♦Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

♦Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.

♦A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.

♦No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.

♦If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

♦In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive Sand soil parameters, as defined by EIA-222. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.

♦For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings.

♦The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.

♦The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.

♦Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies).

If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.

♦If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.

♦A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.

♦The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less.Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).

♦Underground utilities are not present in the construction area, and as such no relocation will be required.

♦The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.

♦AM detuning or electromagnetic emission studies will not be required.

♦Protective grating over microwave dishes or the communications shelter has not been included in this proposal.

♦Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

♦The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.

♦Underground utilities are not present in the construction area and as such no relocation will be required.

♦Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.

♦The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.

♦The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.

♦A clear obstruction-free access exists from the antenna location to the equipment room.

Civil Work

Site Development at Will Co old Florence Site

Site Scope Summary

♦Engineering services for site drawings and regulatory approvals – Not included.

♦Existing tower – 300 ' Self supported Tower.

Motorola Responsibilities:

Site Preparation

♦Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

♦Matts for crane

♦Retrieve MSB from old site and transport it 30 miles, and offload at Wireless Communication Building center for storage.

♦Demo of Ice bridge, 25' x 50', fencing, foundation.

♦Remove existing Will Co antennas, dish, TTA, and coax

Customer Responsibilities:

♦Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

♦Provide a right of entry letter from the site owner for Motorola to conduct field investigations.

Assumptions:

♦No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work

♦All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).

♦Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

♦No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.

♦If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

♦Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

Completion Criteria

♦Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by Florence DPS.

This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.

♦All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).

♦Motorola site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins).

♦Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and customer).

♦All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

3.3 ACCEPTANCE TEST PLAN

Acceptance of the Simulcast Expansion project is based partially on completion of a Functional Acceptance Test Plan (FATP) and a Coverage Acceptance Test Plan (CATP) for the Florence site area. The site area for coverage testing shall be discussed and agreed upon during the Contract Design Review.

3.3.

3.3.1 Functional Acceptance Test

The FATP tests the functionality of the installed equipment included as part of this project to verify operation. Typical trunking features, such as Talkgroup Call and Patch Call will be tested, as well as applicable failure scenarios, such as Loss of Ethernet Switch and Loss of AC Service. A detailed Acceptance Test Plan will be presented and reviewed with Williamson County during the Contract Design Review (CDR). A high level acceptance test plan is presented below.

The proposed Florence Simulcast Site will be considered accepted after successful completion of the following tests:

- Verification of optimization parameters such as repeater power out and antenna sweeps.
- Completion of the FATP.
- Completion of a CATP.

3.3.2 Radio System - Coverage Acceptance Test for Florence Site

The radio system coverage is largely dependent upon the number of RF sites, their geographical locations, and their antenna heights. For this proposal, Williamson County provided Motorola with the location of its new Florence tower site as a preferred site location.

The CATP is for covered area reliability and tests the reliability of the painted coverage area shown on the coverage map for the new Florence RF site. The area to be tested will be for the new Florence site only, or as agreed upon between Motorola and Williamson County, and will be divided into one-square-mile test tiles. Smaller test tiles may be required to get enough test tiles to provide a reliable and statistically valid test. A Motorola representative and a Williamson County representative will test each grid that is completely painted by the coverage map for the Florence site. Each grid test will consist of a subjective talk-and-listen test, in which outbound audio to the team from dispatch and inbound audio from the team to dispatch is compared against the Delivered Audio Quality (DAQ) 3.4 requirement. All grids in which inbound and outbound audio pass the DAQ 3.4 test on the first try are considered a pass. In the event that inbound or outbound audio does not pass on the first try, one retry is allowed, for which the Williamson County representative will turn and take one step in any direction and repeat the test process. Inaccessible painted tiles will be excluded from the test, meaning they will not be counted as pass or fail, and will not be included in the total number of tested tiles. The final reliability will be calculated by dividing the number of passed tiles by the total number of tiles tested; a result of 95% or better will be considered a passed CATP.

A CATP (Coverage Acceptance Test Plan) for the VHF paging repeater is not included in this proposal.

SECTION 4

SUPPORT PLAN

Motorola will warrant and provide additional above-warranty services for the proposed equipment in accordance with the warranty and service provisions of the existing contract.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

SECTION 5

PRICING

Please see the pricing summary included below.

5.1 EQUIPMENT AND SERVICES SUMMARY

Description	Price
Florence Project Total	$2,403,179
HGAC Contract / City of Austin Pricing Discounts	($275,647)
Services During the Warranty Period	
Additional Incentive if we receive PO and Signed Contract by 4-30-18	($200,000)
System Discount	
Tax	
TOTAL SYSTEM	$1,927,532

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

SECTION 6

CONTRACTUAL DOCUMENTATION

Motorola proposes to include the equipment and services in the proposed solution as an amendment to the existing contract between Williamson County and Motorola.

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and _____, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____ all dated _____.

Exhibit D Motorola/H-GAC Contract dated May 1, 2015.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

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

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ ($_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due upon completion of kick off / design review;

2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;

3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and

4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

(i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

(ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated _____.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.	**PURCHASER**
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print - Block Letters)	Name: _____ (Print - Block Letters)
Title: _____ (Print - Block Letters)	Title: _____ (Print - Block Letters)
Date: _____	Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment that has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot.

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

k) Software.

l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

(1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.

(2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Exhibit C

Technical and Implementation Documents

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties**.**

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives. shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly

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executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's**,documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than $100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of $100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER.** All required equipment tests shall be borne by **CONTRACTOR.**
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas: _____
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Howard Chercoe MSSSI V.P.

Date: 4/30 2015

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	***Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.***	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	**Motorola Integration Services LMR**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	$ 1,818.00
OD	System Technologist Daily Rate*	$ 2,173.00
OD	Standard Shop Installation: Hourly Rate*	$ 150.00
OD	Standard Shop Installation: Daily Rate*	$ 1,200.00
OD	Mobile Radio Installation*	$180-$500
OD	Radio Programming*	$55-$125
OD	Data Installation*	$180-$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	**Motorola Integration Services Advanced Services**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consolting Services-Daily Rate*	$1,694
OD	Security Project/Program Management-Daily Rate*	$1,694
OD	Wireless Security Technician-Daily Rate*	$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	$1,580
OD	Secutriy Trainer-Daily Rate*	$1,328
OD	Application Security Code Reviewer-Daily Rate*	$2,033
OD	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	$1,580
OD	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,580
OD	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,580
OD	Mobile Application Services Project Management-Daily Rate*	$565
OD	Mobile Application Services Solution Architech-Daily Rate*	$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
OD	Application Integration and Customization Services Solution Architech-Daily Rate*	$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
OD	Unified Communications Services Project Management-Daily Rate*	$1,694
OD	Unified Communications Services Solution Architech-Daily Rate*	$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,694

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

OD	Consulting Services Project Management-Daily Rate*	$1,694
OD	Consulting Services System Engineer-Daily Rate*	$1,694
OD	Consulting Services Solution Architech-Daily Rate*	$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
OD	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-335654

Date Filed:
04/08/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Florence Relocation Project
Relocation of Florence Site - Communications site

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Clay Cassard, and my date of birth is 12/15/1978.

My address is 2120 W. Braker Lane, Austin, TX, 78758, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 9th day of April (month), 2018 (year).

C. C. C.

Signature of authorized agent of contracting business entity
(Declarant)

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
Motorola SOLUTIONS Statement of Work Contract
Williamson County Florence Site Relocation

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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 "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

VIII.

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

WITNESS the signatures of all parties in duplicate originals this the 9 day of April, 2018.

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.	**PURCHASER**
By: T Boettcher (Signature)	By: _____ (Signature)
Name: Travis Boettcher (Print - Block Letters)	Name: _____ (Print - Block Letters)
Title: Vice President (Print - Block Letters)	Title: _____ (Print - Block Letters)
Date: 4-9-18	Date: _____

Commissioners Court - Regular Session **30.**

Meeting Date: 04/24/2018

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.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:30 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 09:36 AM
Form Started By: Thomas Skiles		Started On: 04/11/2018 04:06 PM
Final Approval Date: 04/19/2018		

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 by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

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

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

e. Builder's Risk Insurance (*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it 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 polices. 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 claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

WILLIAMSON COUNTY
1848

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

J. Terron Evertson, P.E.
County Engineer
Williamson County

Commissioners Court - Regular Session **31.**

Meeting Date: 04/24/2018

Advertisement Approval IFB 1804-224 Windberry Path

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements under IFB # 1804-224.

Background

Williamson County is seeking qualified contractors to provide materials, experienced construction crew and equipment to replace curb & gutter and sidewalk, and mill and overlay Windberry Path. Estimated project amount is $176,010.00. Time for completion is 15 working days. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:31 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 09:36 AM
Form Started By: Thomas Skiles		Started On: 04/16/2018 10:27 AM
Final Approval Date: 04/19/2018		

Solicitation 1804-224

Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements

Bid Designation: Public

Williamson County, Texas

Bid 1804-224
Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements

Bid Number	1804-224
Bid Title	Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements
Expected Expenditure	**$176,010.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	May 17, 2018 3:00:00 PM CDT
Question & Answer End Date	May 4, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**May 8, 2018 10:00:00 AM CDT** **Attendance is optional** **Location: 3151 S. E. Inner Loop, Suite B** **Georgetown, Texas 78626**
Bid Comments	**Williamson County is seeking qualified contractors to provide materials, experienced construction crew and equipment to replace curb & gutter and sidewalk, and mill and overlay Windberry Path.**

Item Response Form

Item	**1804-224--01-01 -** Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Total Bid Price

Item	**1804-224--01-02 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1804-224

Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements

BIDS MUST BE RECEIVED ON OR BEFORE:
May 17, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
May 17, 2018 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame of fifteen (15) working days is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200 per working day.

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract**. **Bid guarantees must be submitted in the same sealed envelope with the Bid**. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Asphalt Season: April 1 through September 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Engineer, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation.

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This overlay project shall begin within five (5) working days after such notification and shall continue for fifteen (15) working days.

Contractor shall not begin work prior to the beginning of the asphalt season (April 1), nor after the ending of the asphalt season (September 30), except with the approval of the Engineer.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which overlay work is to begin. Once the written Notice to Proceed is given by Williamson County, the Contractor has five (5) working days to begin the work. Contractor agrees that two-hundred and No/100 Dollars

($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not begin the overlay work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of completion of the overlay work. Because of the impracticality and extreme difficulty of fixing and ascertaining Williamson County's actual damages, Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not complete the overlay work.

Periods of time (i) during which Williamson County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for Williamson County's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or Williamson County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

Contractor shall submit a basic work plan, bar chart, or schedule for the Engineer to review one week prior to commencement of work.

The County shall notify abutting property owners for the upcoming milling and overlay operations by means of door hangers.

The Contractor shall not perform milling and overlay operations on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Weekend and holiday work is allowed with prior approval by Engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by the Engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Contractor shall determine the exact location of all existing utilities including sprinkler-irrigation systems before commencing work, and is fully responsible for any and all

damages associated by Contractor's failure to locate and preserve utilities and/or sprinkler-irrigation systems.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

The Contractor shall place temporary erosion control devices according to EC (6)-16 and as directed by the Engineer prior to beginning any other work. This work shall not be paid for directly but shall be considered subsidiary to the pertinent Items.

The Contractor will be required to maintain a minimum of one through lane with flaggers during milling or paving operations, except with written approval by the Inspector.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Additional level-up areas may be determined in the field by the Engineer.

Areas that are milled shall be under sealed and overlaid the same day and completely finished before opening to traffic, except exposed raw base materials that are encountered.

Contractor shall be responsible for hauling and disposing of all planing ACP, and any removing/excavating materials off the project site. Consider subsidiary to the pertinent Items.

The Contractor shall configure the longitudinal joints of the surface course placement to be away from the wheel paths, preferably to coincide with lane lines.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid Item.

All accepted "Plane Asphalt Concrete Pavement" will be measured by the square yard of specified milling areas. Thickness of milling shall be 1.5" to 3".

All accepted sealing will be measured by the gallon of asphalt (oil) and by cubic yard of aggregate. Thickness of sealing shall be no greater than ¼".

All accepted "Dense-Graded Hot-Mix Asphalt" (Type D) will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Thickness of overlay application shall be 1.5".

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per square yard of milling, per gallon of asphalt (oil), per cubic yard of aggregate, and per ton of hot mix. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess asphalt and other materials, as specified by the Engineer, will be removed at the Contractor's expense.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

The Contractor may be required to trim or prune and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 14 feet. For this operation, the method shall be approved by the Inspector.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

ITEM 104 – REMOVING CONCRETE

Contractor shall determine the exact locations of all existing utilities and/or sprinkler-irrigation systems adjacent to existing curb and gutter before removal and will protect in place. Any damage to existing utilities and/or sprinkler-irrigation systems sustained during construction will be repaired/replaced at the expense of the Contractor.

Smooth and clean saw cutting of concrete is not paid for directly but considered subsidiary to this Item.

The concrete removed will become the property of the Contractor and will be disposed of to the satisfaction of the Engineer.

ITEM 160 – TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Construct topsoil stockpiles of no more than five (5) feet in height.

Upon final grading, immediately track all topsoiled areas to prevent erosion as directed. Consider subsidiary to the pertinent Items.

Place topsoil four (4) inches thick by three (3) feet wide between the back of curb and the face of sidewalk as shown on the Typical Sections in the plan.

ITEM 162 – BLOCK SODDING

Proposed sod shall match the existing sod type in the field.

Installation of block sod as shown on the Typical Sections in the plan.

ITEM 168 – VEGETATIVE WATERING

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used.

The Contractor shall notify the Inspector prior to watering that the Inspector may verify meter readings or truck counts.

Water all areas of the project to be top soiled and sodded. Maintain the sod bed in a condition favorable for the growth of grass.

Watering can be postponed immediately after a rainfall on the site of ½ inch or grater, but shall be resumed before the soil dries out, continue watering until final acceptance.

Watering rates shall be 12,000 gallons/acre per working day for 7 consecutive working days (the acreage is calculated based on a width of 3' and the length of the sodded areas).

Rate and frequency may be adjusted with the approval of the Engineer, to meet site conditions.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

Asphalt season starts April 1 and ends September 30.

No engine oil shall be used as a component of any asphalt or emulsion.

Non-Tracking Tack Coat Emulsion shall be applied prior to level-up placement and considered subsidiary to the pertinent Items.

Prime Coat Emulsion shall be applied on any exposed raw base material that is encountered when milling operation is complete and considered subsidiary to the pertinent Items. A minimum of 24 hours cure time is required prior to under seal application.

ITEM 302 – AGGREGATES FOR SURFACE TREATMENTS

Previously tested aggregates delivered to the project which are found to contain excessive quantities of dust (more than 0.5 percent passing the no. 40 sieve) during pre-coating, stockpiling or hauling operations, will be rejected, unless otherwise directed. Use test method Tex-200-F, Part I, for testing.

ITEM 316, 340

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions, and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

ITEM 316 – SURFACE TREATMENTS

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Ensure the accuracy of the Distance Measuring Instrument (DMI) with the Engineer, prior to marking the Asphalt and Rock Land shots.

Surface all intersections to the limits as directed.

Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust or other harmful material, mask off manhole covers and water valve covers prior to under seal application. If necessary, blade pavement edges as directed by Engineer. Consider subsidiary to the pertinent Items.

Contractor is responsible for cleaning up any overspray under seal material to curb and gutter, sidewalk or driveway.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

Provide mixture Type D, where applicable, using PG binder 70-22 for the surface course and PG binder 64-22 for level-up. Unless otherwise approved, provide Type D mixtures that have no less than 5% asphalt binder.

Recycled Asphalt Shingles (RAS) are not permitted. Recycled Asphalt Pavement (RAP) is not permitted.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

Minimum VMA during production shall be equal to or greater than Design VMA as shown in Table 8 for all mixture types.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements [1]
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

The County may at any time request that paving operation be stopped, if there is observance of pavement irregularities which could adversely affect the pavement quality.

HMAC shall be placed in layers/lifts as identified in the plans. Lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section identified in the plans.

Under no circumstances shall the HMA material be dumped on or near the job site and then reloaded for hauling to the site for placement.

All HMA construction joints shall be staggered for each proceeding lift. Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

1. The Contractor shall utilize a material transfer device per Item 320, a grade reference (such as a ski) for the overlay operations. Consider subsidiary to the pertinent Items.
2. Incorporate a maintain a 3H:1V safety wedge for any roadway edge of 2 inches or greater against adjacent travel lanes. Consider subsidiary to the pertinent Items.
3. Taper transverse faces at ends of passes as directed.
4. Make transverse tapers on each end of each pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of the final HMA. Consider subsidiary to the pertinent Items.

5. Use a 10 ft. straightedge, where allowed, on all surface and intermediate pavement layers, as directed by the Inspector.

Acceptance Plan is not applicable to this project; no bonus and/or penalty are allowed. Acceptance of work will follow the specification as outlined with the clarification below.

Provide performance grade (PG) binders that do not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA).

For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder from the plant to be used on the project. Sufficient quantities of any other additives that will be used in the HMA mixture shall also be provided.

Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F
2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

Milling shall be performed with a large milling machine with grade control.

Milling shall be cut to a depth of 1.5" below the top of the gutter lip which will be the bottom right elevation, then a positive 2% shall be projected 13.5' toward the centerline of the roadway; this will yield a 3.25" elevation increase which will be the bottom left milling elevation. Milling shall be repeated with the same procedure on the other side of

the roadway. The same methodology will be used for milling the circular 90° elbow at the intersections.

The loose material shall be removed from the roadway before opening to traffic.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor's traffic control measures be found unsatisfactory by the Engineer or Inspector, overlay operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (1-1)-18, TCP (1-2)-18, TCP (7-1)-13, the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Utilize barrels or plastic drums for all merging tapers.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H to 1V safety wedge into the proposed construction for any roadway edge of two (2) inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed. All traffic control devices are listed in TxDOT's WZTCDL.

Use a minimum of two (2) flaggers, two (2) advance warning flashing arrow panels (TY C), two (2) of each signs CW20-5R or CW20-5L with appropriate distance plaques and CW9-2R or CW9-2L and 28-in. cones at each location in which milling or paving operations are in progress. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

The contractor shall provide rumble strips at locations requiring flaggers, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic, regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Contractor shall schedule work so that all lanes are open to traffic at night (after 6:00 P.M.), unless otherwise approved.

ITEM 529 – CONC CURB & GUTTER (TY II)

Install and compact flex base to support the proposed curb and gutter and pavement structure in front of the proposed curb and gutter. Consider subsidiary to this Item.

Install the proposed curb and gutter to match the existing curb and gutter alignment at each end with the same longitudinal grade.

Provide grooved joints at 10-foot intervals and ¾ inch expansion joint material for doweled curb and gutter at each end that match the existing curb and gutter.

ITEM 531 – CONC SIDEWALKS (4")

Installation and compaction of flex base for supporting the proposed sidewalk is not paid for directly but considered subsidiary to this Item.

The sidewalk landing adjacent to the mail boxes shall be adjusted to the proposed curb height elevation as shown in the plan.

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 104 REMOVING CONCRETE
ITEM 160 TOPSOIL
ITEM 162 BLOCK SODDING
ITEM 168 VEGETATIVE WATERING
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)
ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY) (300)(301)(320) (520)(585)
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 529 CONCRETE CURB & GUTTER (421)(440)
ITEM 531 CONCRETE SIDEWALKS (421)(440)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-001)
SPECIAL PROVISION TO ITEM 300 (300-005)
SPECIAL PROVISION TO ITEM 300 (300-007)

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.4., "Emulsified Asphalt," is supplemented by the following:

Table 7A
Surface Performance-Grade Emulsified Asphalt

Grade	Test Procedure	HFRS-2(SPG xy[1])		CRS-2(SPG xy)		CHFRS-2(SPG xy)	
		Min	Max	Min	Max	Min	Max
Tests on emulsions:							
Viscosity, Saybolt Furol at 50°C, SFs[2]	T 72	150	400	150	400	150	400
Storage stability test, 24 h., %[2]	T 59		1		1		1
Demulsibility, 35 mL, 0.02 N $CaCl_2$, %	T 59	60					
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	T 59			60		60	
Particle charge test	T 59			positive		positive	
Sieve test, %[2]	T 59		0.10		0.10		0.10
Residue recovery	PP 72, Procedure B						
Residue, %		65		65		65	
Tests on recovered residue:							
Residue properties		Meet the specified SPG in Table 17A[3]					
Solubility in trichloroethylene, %	T 44	97.5		97.5			
Float test, 60°C, sec.[4]	T 50	1,200				1,200	

1. X is the average 7-day maximum pavement surface design temperature, and y is the minimum pavement surface design temperature used in Table 17A.
2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
3. Meet original performance properties and PAV residue requirements only
4. If Float test is less than 1,200 sec. using PP 72, Procedure B, for residue recovery, then use T 59 for residue recovery.

Section 300.2.10., "Performance-Graded Binders," is supplemented by the following:

Table 17A
Surface Performance Grade (SPG) Specification

Surface Performance Grade	SPG 64	SPG 67					SPG 70					SPG 73			
	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25
Average 7-day Max pavement surface design temperature[1], °C	<64	<67					<70					<73			
Min pavement surface design temperature[1], °C	>-25	>-13	>-16	>-19	>-22	>-25	>-13	>-16	>-19	>-22	>-25	>-16	>-19	>-22	>-25
Original Binder															
Flash point temp, T 48, Min, °C	230														
Viscosity, T 316[2]: Max 0.15 Pa*s, test temp., °C	205														
Original Performance Properties															
Dynamic Shear, T 315: G*/sinδ, Min 0.65 kPa, Test temp @ 10 rad/s, °C	64	67					70					73			
Phase angle[3] (δ), Max, @ temp. where G*/sinδ = 0.65 kPa	80	–	–	–	80	80	–	–	80	80	80	80	80	80	80
Pressure Aging Vessel (PAV) Residue (R 28)															
PAV aging temperature, °C	100	100					100					100			
Creep stiffness, T 313: S, Max 500 MPa, Test temp. @ 8 sec., °C	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25

1. Temperatures are at the surface of the pavement structure. These may be determined from experience or may be estimated using equations developed by SHRP or LTPP, but modified to represent surface temperatures. Surface-grade high temperatures are generally 3°C to 4°C greater than those determined for Superpave PG binders.
2. The referee method will be AASHTO T 316 using a #21 spindle at 50 r/min, however alternate methods may be used for routine testing and quality assurance.
3. Phase angle is determined at the temperature where G*/sin δ =0.65 kPa. For routine testing and quality assurance, the phase angle can be interpolated from testing at two temperatures, one above and one below where G*/sin δ=0.65 kPa.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.4, "Emulsified Asphalt." Table 10 is voided and replaced by the following:

Table 10
Polymer Modified Cationic Emulsified Asphalt

Type-Grade		Rapid Setting						Slow Setting	
		CRS-1P		CRS-2P		CRS-2TR		CSS-1P	
Property	Test Procedure	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72								
77°F, sec.		-	-	-	-	-	-	20	100
122°F, sec.		50	150	150	400	150	500	-	-
Sieve Test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	60	-	70	-	40	-	-	-
Storage Stability, 1 day, %	T 59	-	1	-	1	-	1	-	1
Breaking Index, g	Tex-542-C	-	80	-	-	-	-	-	-
Particle Charge	T 59	positive		positive		positive		positive	
Distillation Test:[1]	T 59								
Residue by Distillation, % by wt.		65	-	65	-	65	-	62	-
Oil Distillate, % by volume of emulsion		-	3	-	0.5	-	3	-	0.5
Tests on Residue from Distillation:									
Modifier type		Polymer		Polymer		Tire Rubber		Polymer	
Modifier Content, wt. % (solids basis)		-	-	3.0	-	5.0	-	3.0	-
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	150	90	150	-	90
Viscosity, 140°F, poise	T 202	-	-	1300	-	1000	-	-	-
Solubility in Trichloroethylene, %	T 44	97.0	-	97.0	-	98	-	97.0	-
Softening Point, °F	T 53	-	-	-	-	-	-	135	-
Ductility, 77°F, 5 cm/min., cm	T 51	-	-	-	-	40	-	70	-
Ductility[2], 39.2°F, 5 cm/min., cm	T 51	-	-	50	-	-	-	-	-
Elastic Recovery[2], 50°F, %	Tex-539-C	45	-	55	-	-	-	-	-

[1]Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from the first application of heat.

[2]CRS-2P must meet one of either the ductility or elastic recovery requirements.

Special Provision to Item 300
Asphalts, Oils and Emulsions

Item 300, "Asphalts, Oils and Emulsions" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.4., "Emulsified Asphalt", is supplemented by the following:

Emulsified Asphalt. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

Table 10B
Non-Tracking Tack Coat Emulsion

Property	Test Procedure	Quick Setting QS-1HH	
		Min	Max
Viscosity, Saybolt Furol, 77° F,sec	T 72	15	--
Storage stability, 1 Day, %	T 59	--	1
Settlement, 5-day, %	T 59	2	5
Sieve test, %	T 59	--	0.30
Distillation test:[1]	T 59		
Residue by distillation, % by wt.		50	--
Oil distillate, by volume of emulsion		--	1.0
Test on residue from distillation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	--	20
Solubility in trichloroethylene, %	T 44	97.5	--
Softening point, °F	T 53	150	
Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa	T 315	1.0	--

1. Exception to AASHTO T-59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	ESTIMATE OF QUANTITIES SUMMARY
3	TYPICAL SECTIONS
4	OVERLAY PLAN & SEQUENCE OF CONSTRUCTION
SHEET	**STANDARDS**
5	BC (1)-14
6	BC (2)-14
7	BC (3)-14
8	BC (4)-14
9	BC (5)-14
10	BC (7)-14
11	BC (8)-14
12	BC (9)-14
13	BC (10)-14
14	TCP (1-1)-18
15	TCP (1-2)-18
16	TCP (7-1)-13
17	WZ (TD)-17
18	WZ (UL)-13
19	EC (6)-16
20	CCCG-12

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

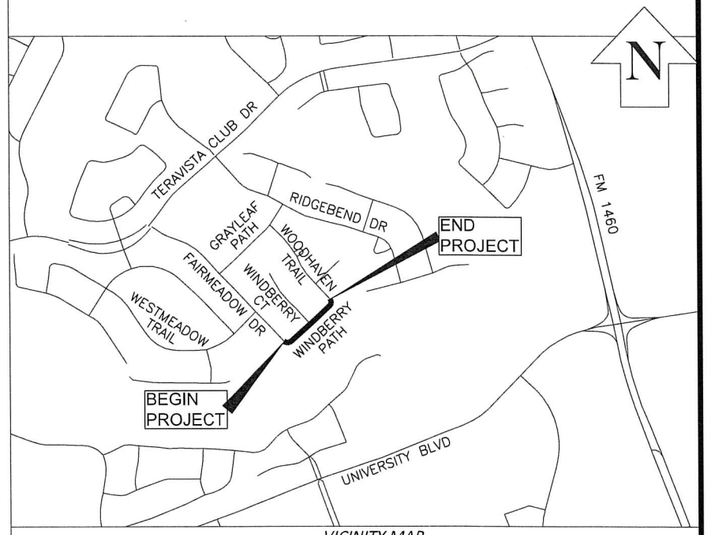
PLANS FOR PROPOSED
WINDBERRY PATH
IMPROVEMENTS
FROM FAIRMEADOW DR TO WOODHAVEN TRAIL

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF WINDBERRY PATH CONSISTS OF CURB AND GUTTER REPLACEMENT, LEVEL-UP, MILLING, SEALING AND OVERLAYING.

LIMITS:
FROM THE INTERSECTION OF FAIRMEADOW DR TO THE INTERSECTION OF WOODHAVEN TRAIL, APPROXIMATELY 600 FT OR 0.1 MILE IN LENGTH.

#		#	#
#	#	#	#
#	#	#	#
#	#	#	#
#	SHEETS AFFECTED	BY	DATE



VICINITY MAP
N.T.S.

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN, P.E. PROJECT ENGINEER 4/10/18 DATE

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE STANDARD / DETAIL SHEETS, #5 THRU #20, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E. COUNTY ENGINEER 4/11/18 DATE

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

3/28/2018 11:13:34 AM
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4/16/2018 8:01 AM

Estimate of Quantities Summary

ITEM	NO	DESCRIPTION	UNITS	QUANTITY
104	6015	REMOVING CONC (SIDEWALKS)	SY	2
104	6022	REMOVING CONC (CURB AND GUTTER)	LF	100
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	30
162	6002	BLOCK SODDING	SY	30
168	6001	VEGETATIVE WATERING	MG	1
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	22
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	847
340	6122	D - GR HMA(SQ) TY - D PG70 - 22	TON	200
340	6246	D-GR HMA (SQ) TY-D PG64_22(LEVEL-UP)	TON	79
354	6139	PLANE ASPH CONC PAV (1.5" TO 3")	SY	2418
500	6001	MOBILIZATION	LS	1
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1
529	6008	CONC CURB & GUTTER (TY II)	LF	100
531	6001	CONC SIDEWALKS (4")	SY	2

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
4/10/18

NO.	REVISION	BY	DATE

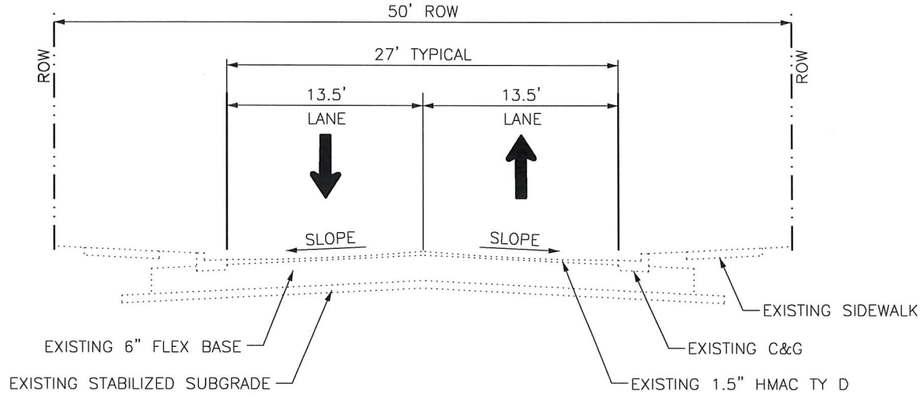
WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

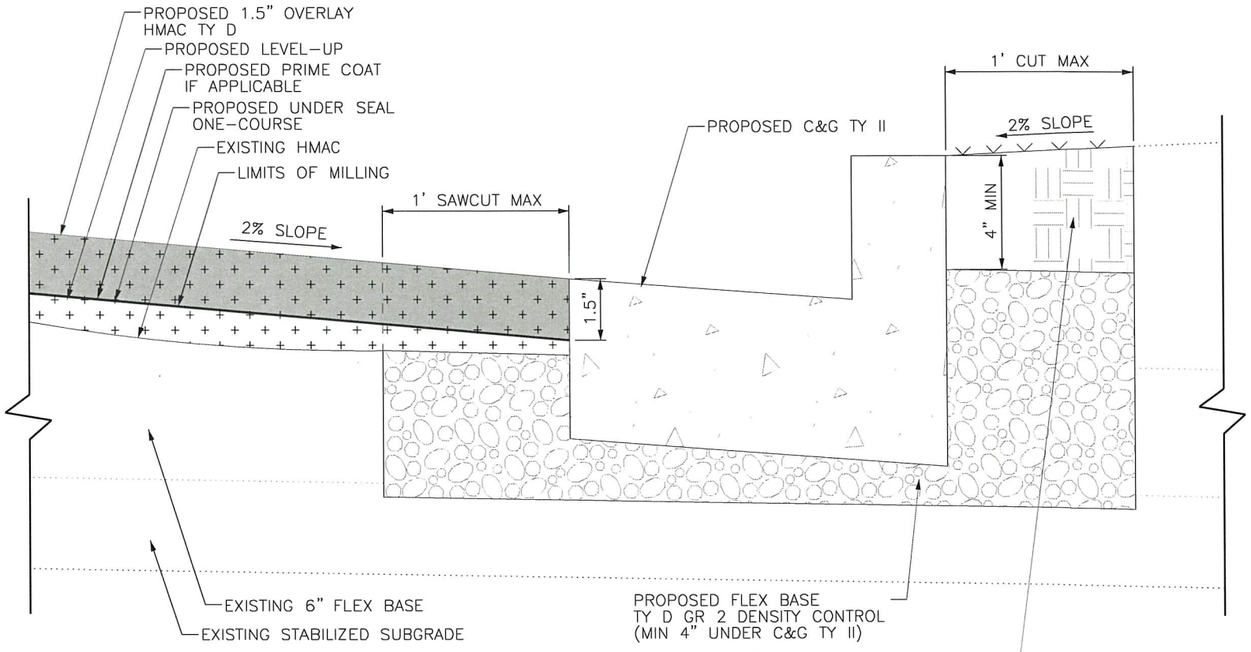
WINDBERRY PATH
ESTIMATE OF QUANTITIES SUMMARY

Designed:	AF	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET NO. 2
Checked:	KQK		
Drawn:	AF		
Checked:	KQK		

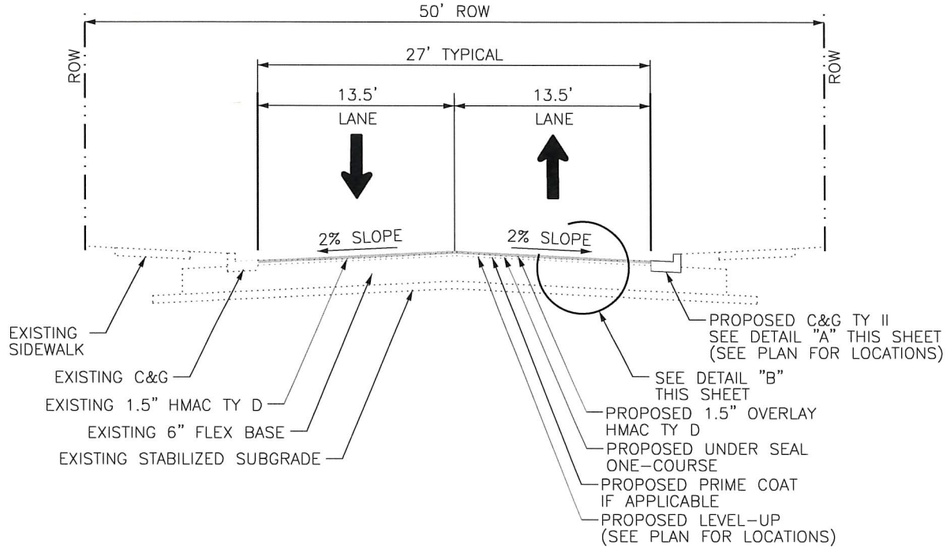
WIND*EST OF QTY1.dgn 8:48:06 AM 4/11/2018



EXISTING WINDBERRY PATH
TYPICAL SECTION
N.T.S.



DETAIL "A"
N.T.S.



PROPOSED WINDBERRY PATH
TYPICAL SECTION
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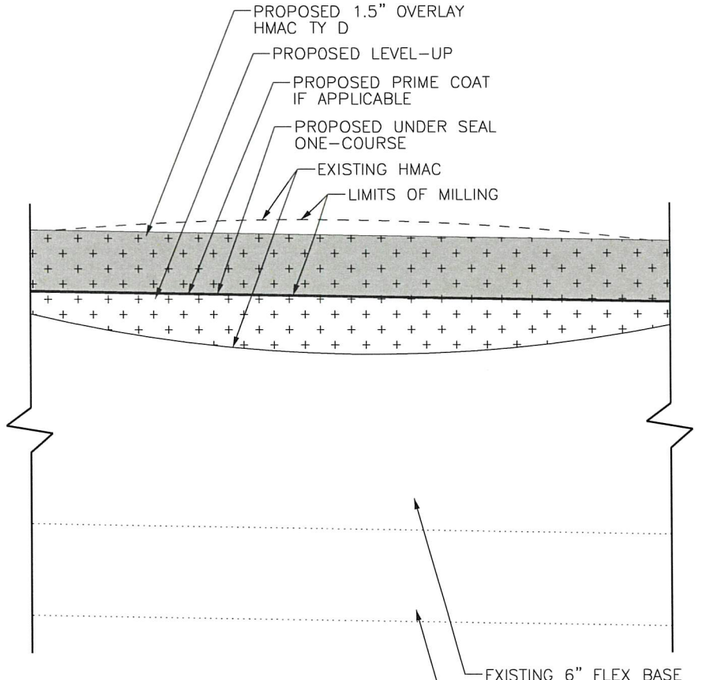

DETAIL "B"
N.T.S.

LEGEND

OVERLAY 1.5"

LEVEL-UP

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

4/10/18

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

WINDBERRY PATH
TYPICAL SECTIONS

Designed: AF	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET NO. 3
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Drawn: AF		
Checked: KQK		

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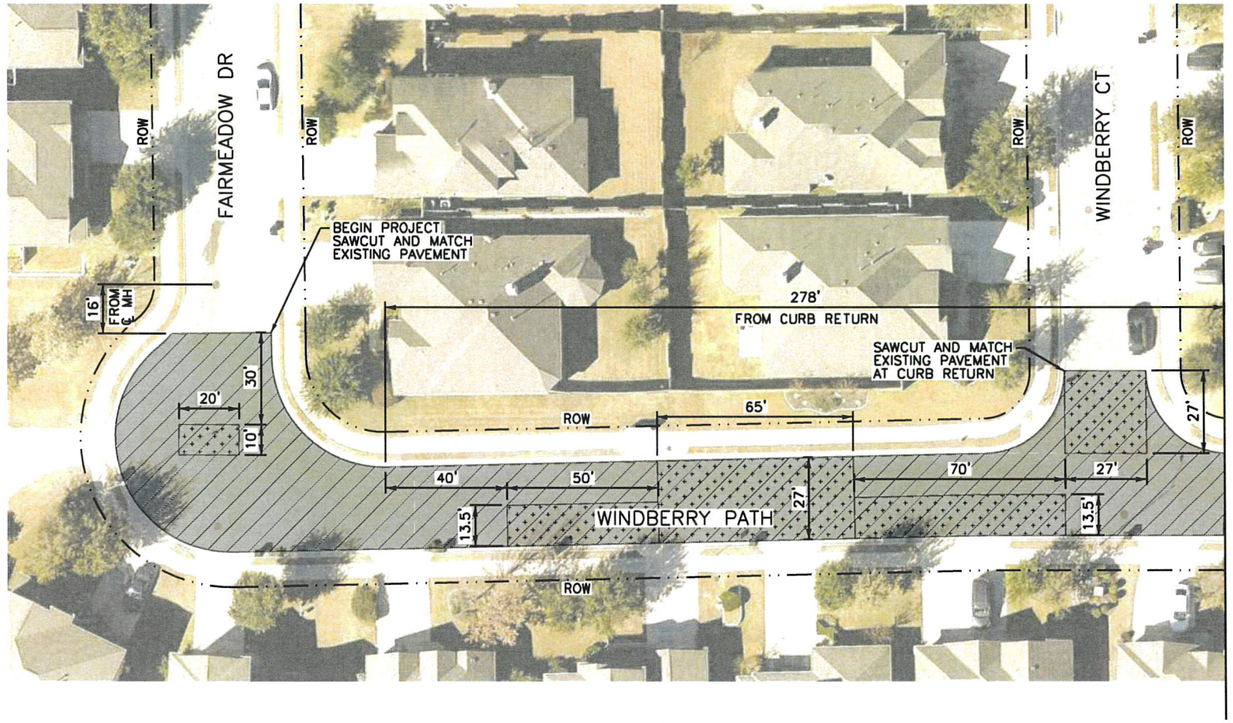
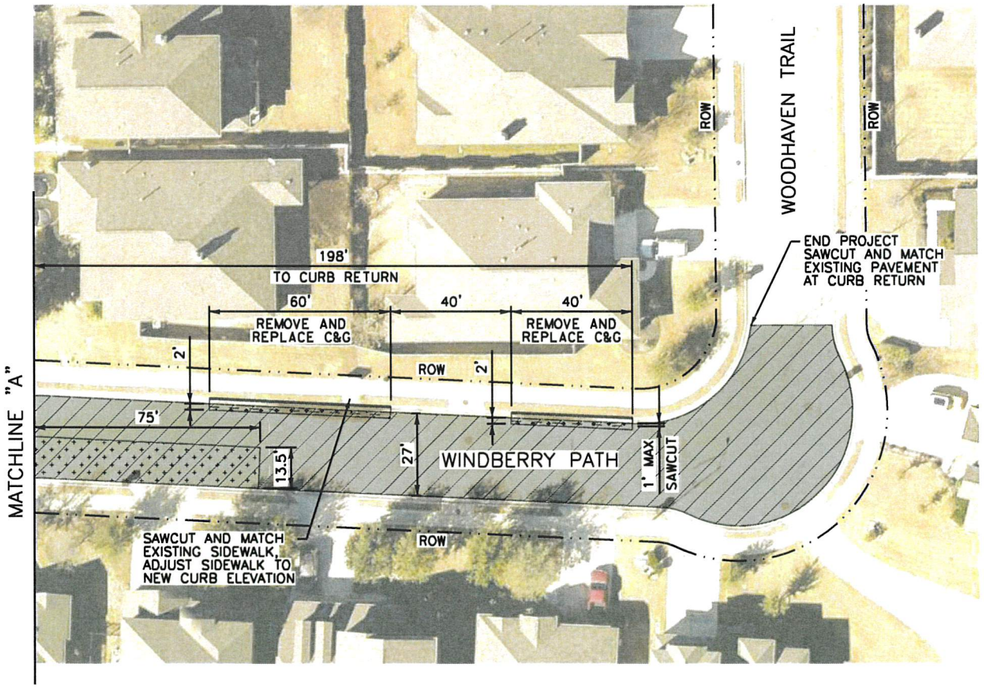




25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 1.5"

MILLING

LEVEL-UP

SEQUENCE OF CONTRUCTION:

1. PLACE SIGNING WITHIN PROJECT LIMITS ACCORDING TO BC(2)-14.
2. PLACE TEMPORARY EROSION CONTROL DEVICES ACCORDING TO EC(6)-16.
3. REMOVE AND REPLACE C&G.
4. PLACE LEVEL-UP AS SHOWN IN THE PLAN.
5. MILL ASPHALT PAVEMENT SURFACE.
6. APPLY UNDER SEAL.
7. PLACE OVERLAY AT FINAL GRADE.

NOTES:
1. ALL DIMENSIONS ARE SHOWN TO THE LIP OF GUTTER (LOG).
2. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER
4/10/18

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

WINDBERRY PATH
OVERLAY PLAN & SEQUENCE OF CONSTRUCTION

Designed: AF	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET NO. 4
Checked: KQK		
Drawn: AF		
Checked: KQK		

WINDBERRY01.dgn 3/28/2018 12:41:51 PM

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

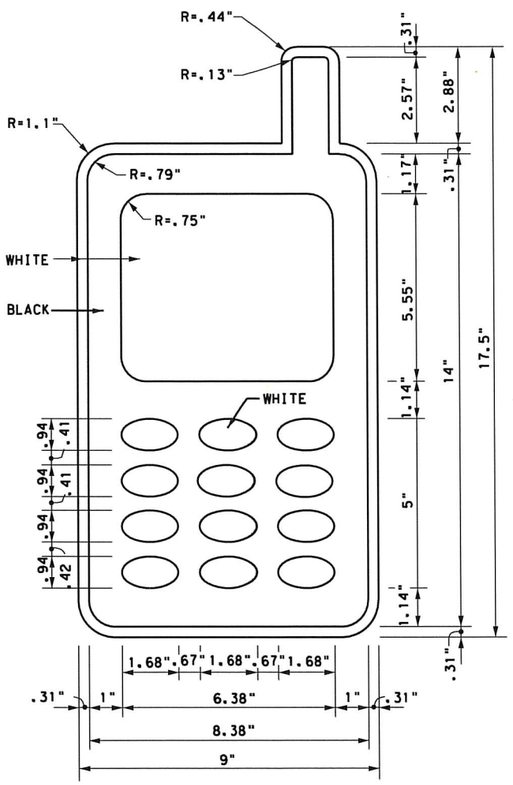
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

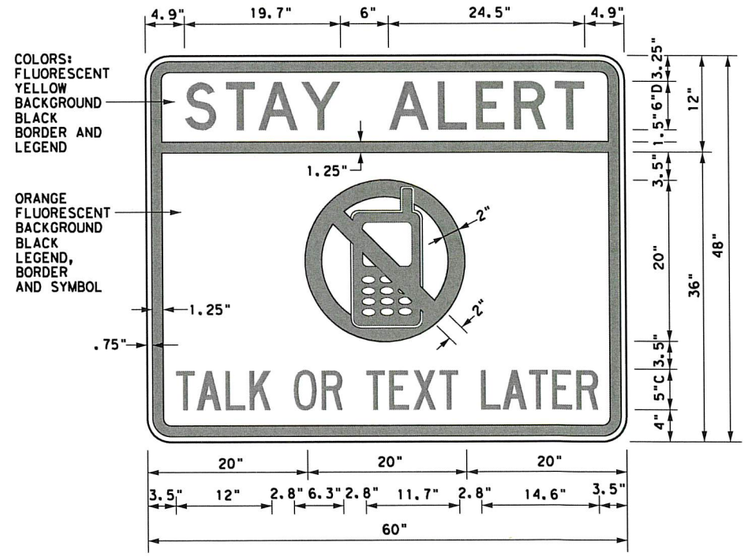
12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.





3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

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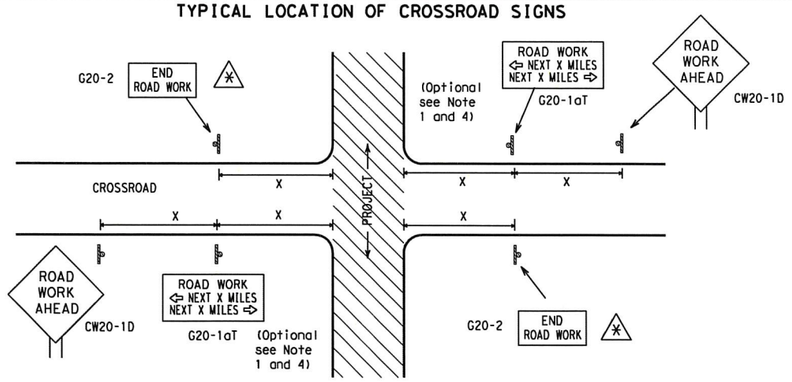
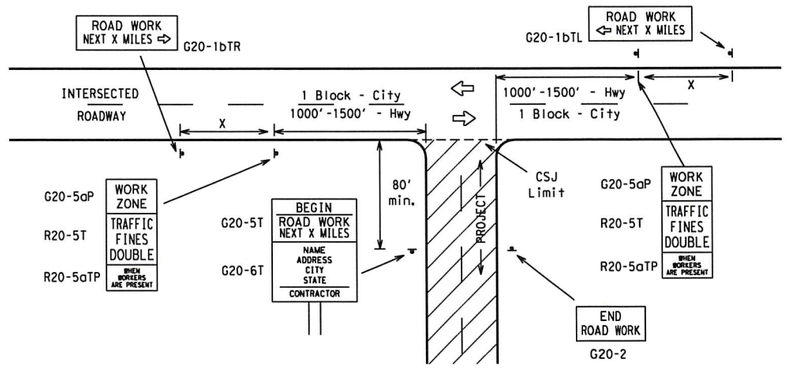
TYPICAL LOCATION OF CROSSROAD SIGNS



⚠* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

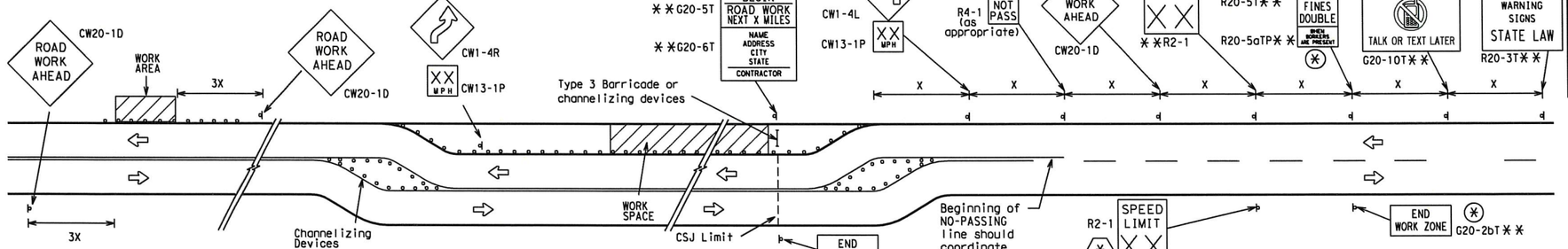
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

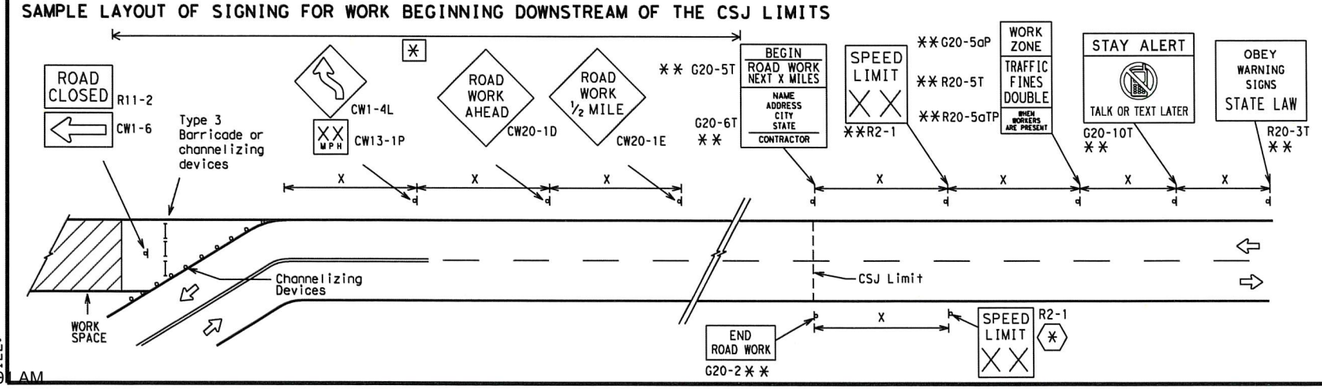
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

* Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
o o o	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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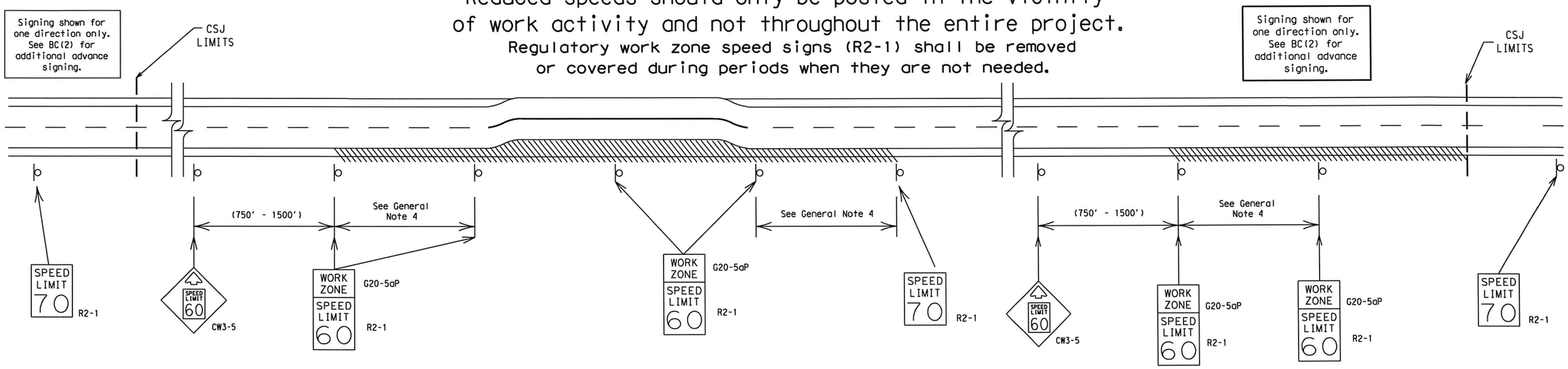
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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SHEET 3 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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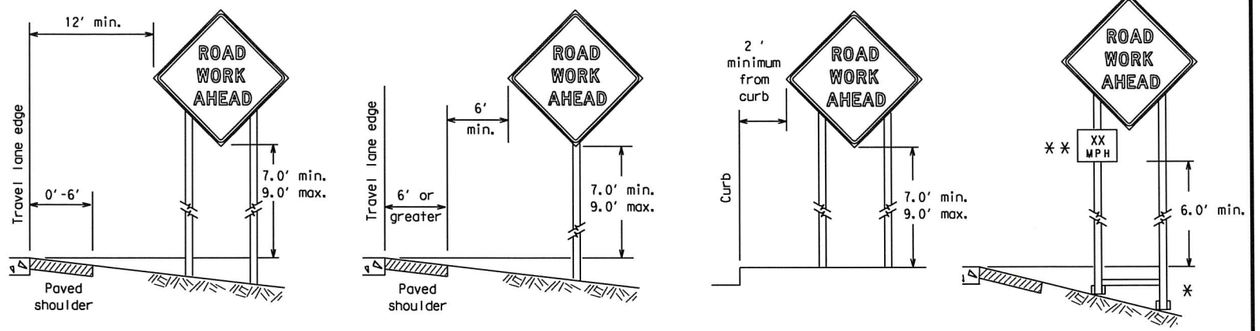
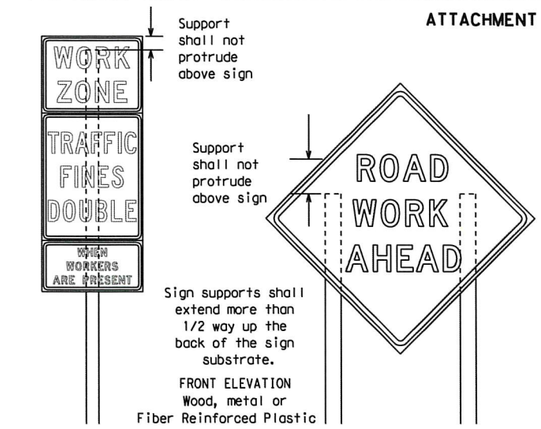
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

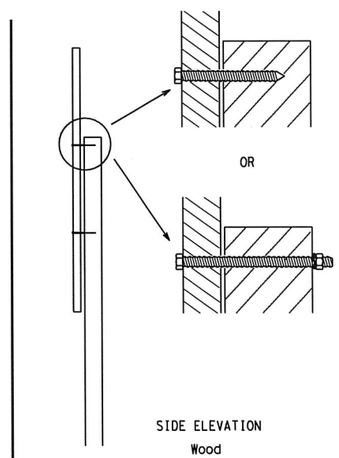


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





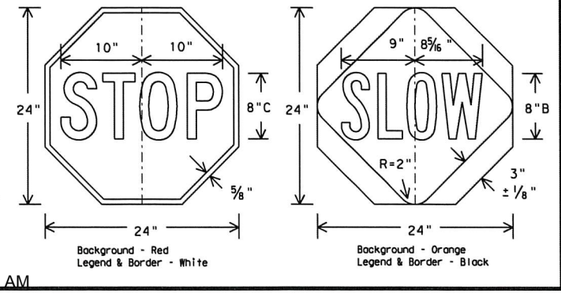
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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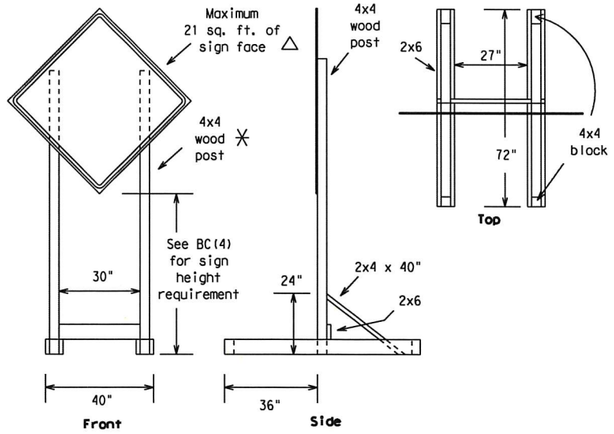
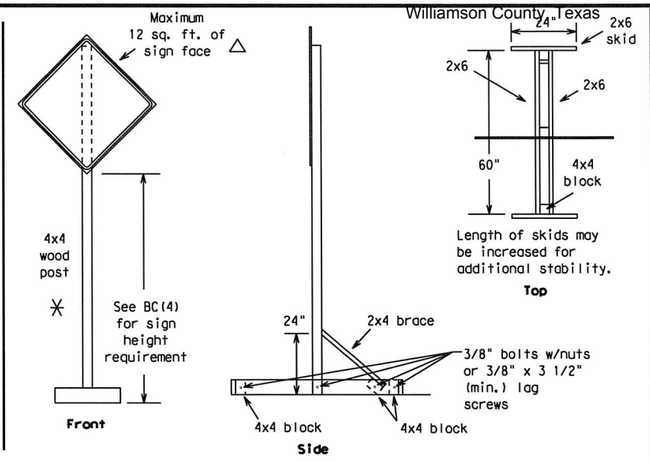
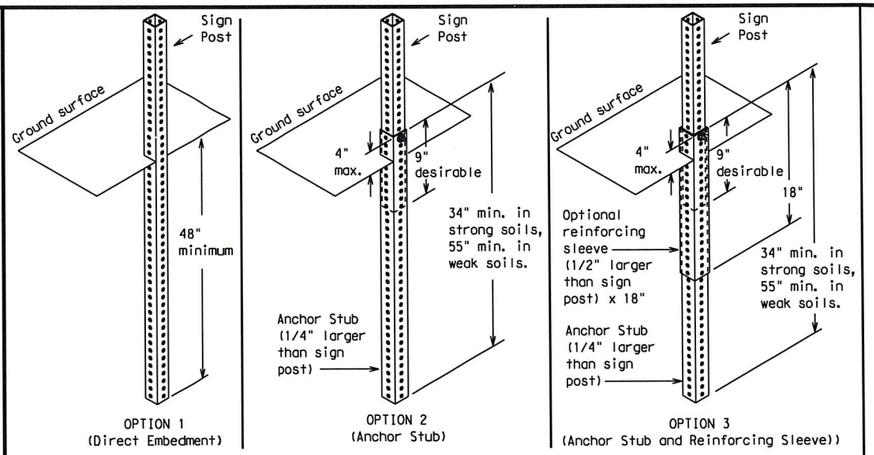


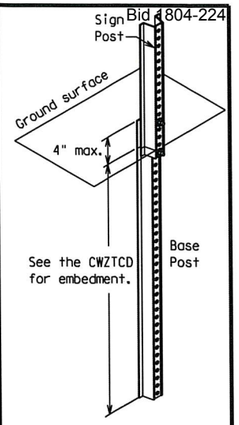


SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □



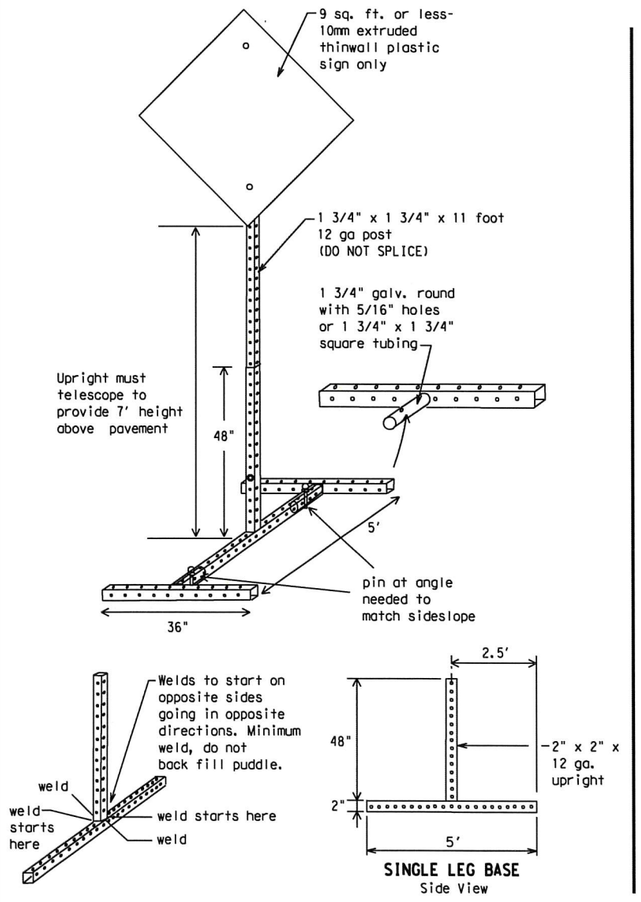
PERFORATED SQUARE METAL TUBING

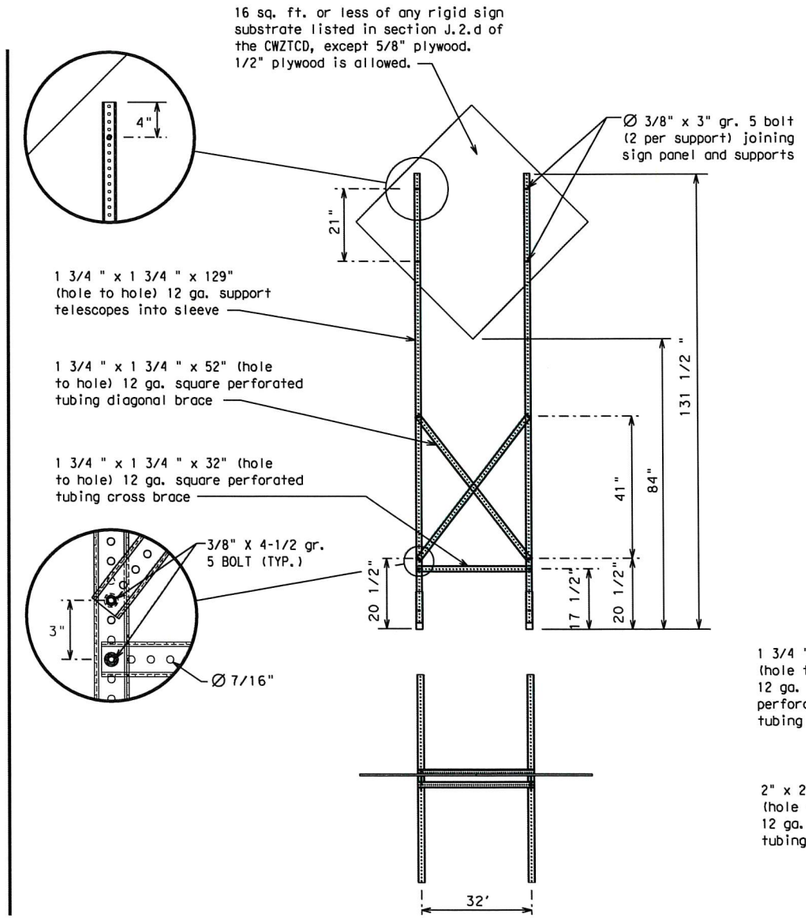


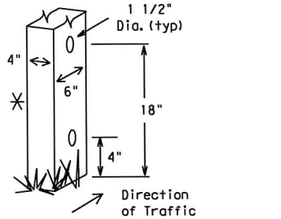
WING CHANNEL
Lap-splice/base bolted anchor

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

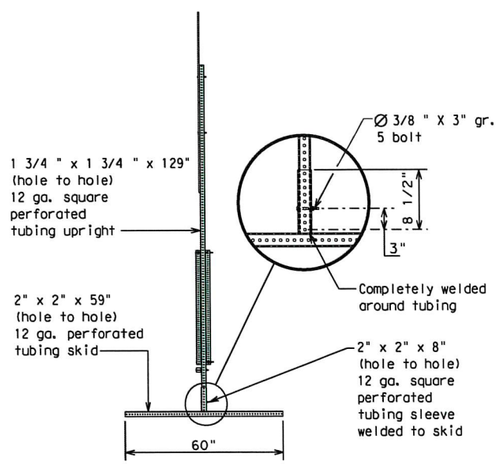






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation

Traffic Operations Division Standard

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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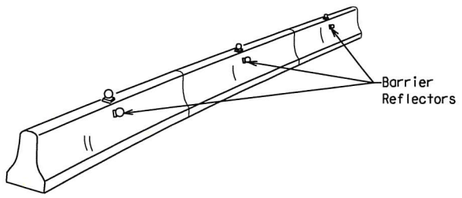
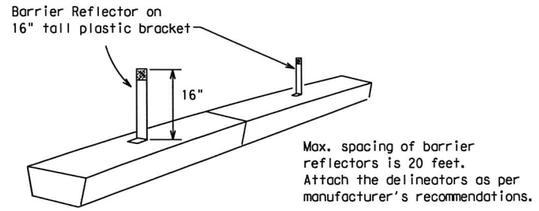
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

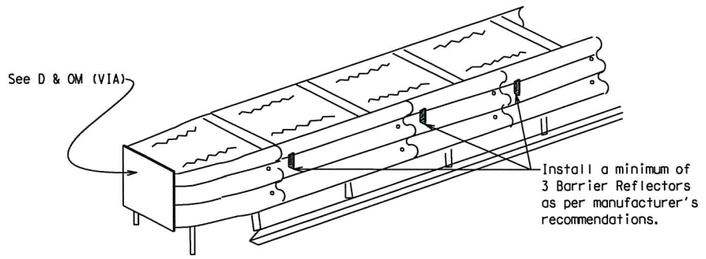


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

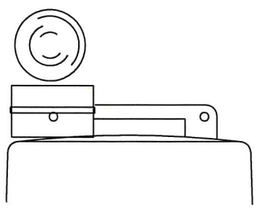


DELINEATION OF END TREATMENTS

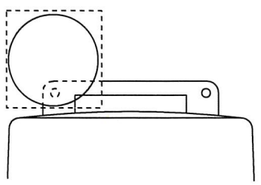
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

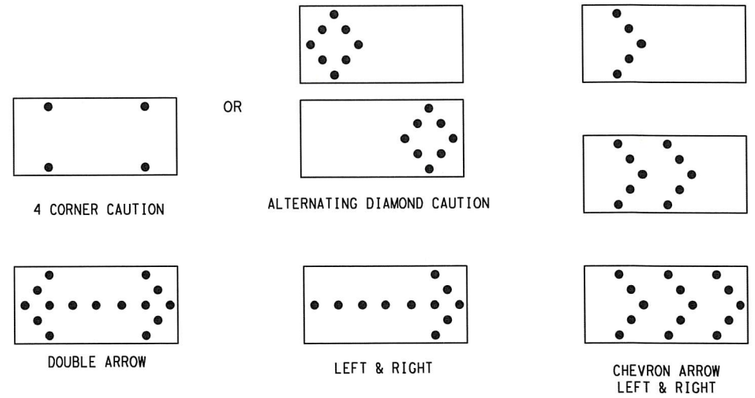
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

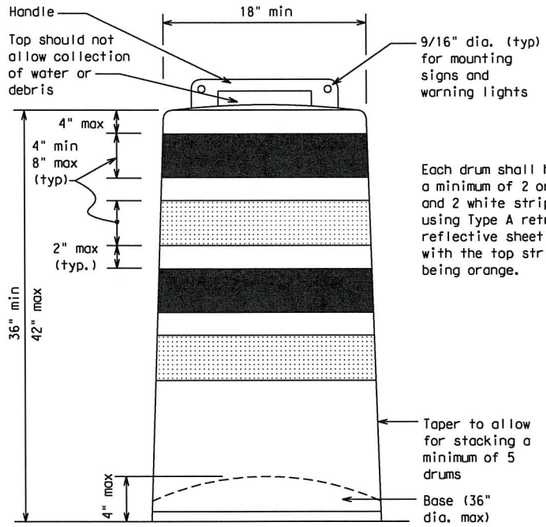
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

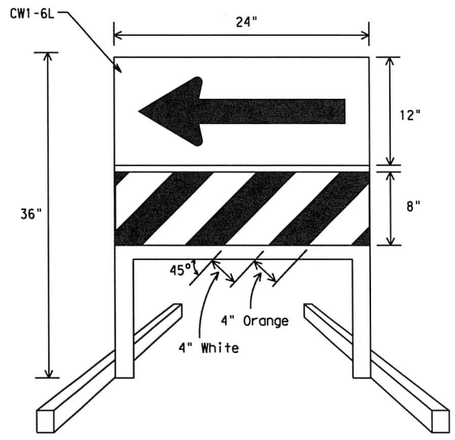
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

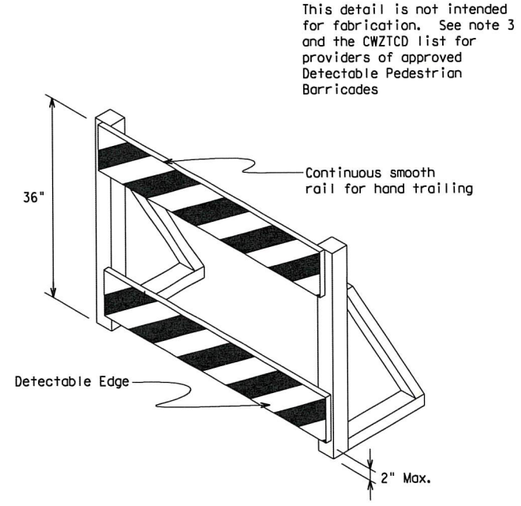
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





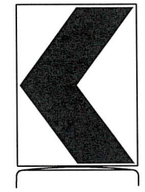
DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

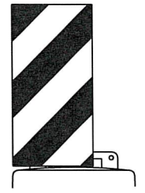


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign (Maximum Sign Dimension) Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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102

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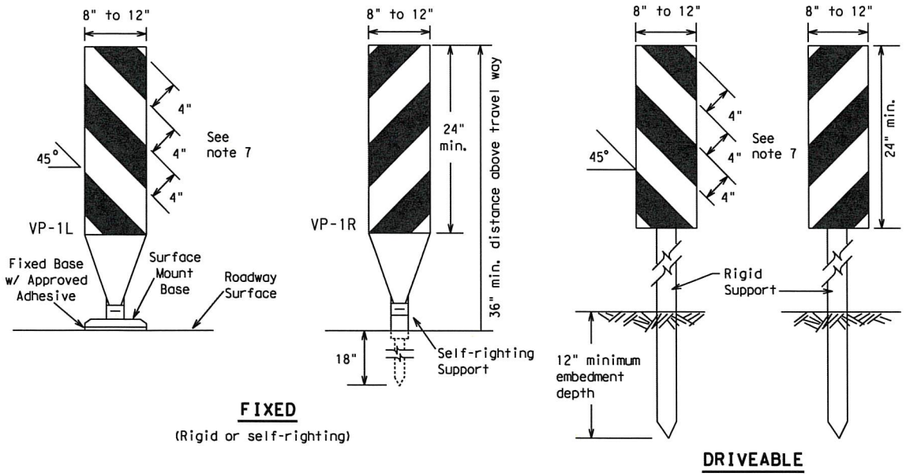
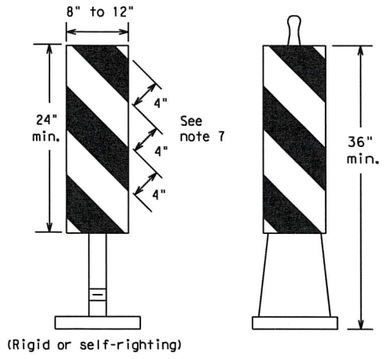


FIXED
(Rigid or self-righting)

DRIVEABLE

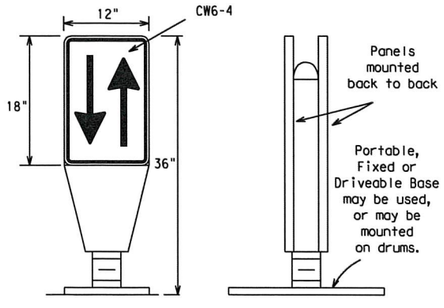


(Rigid or self-righting)

PORTABLE

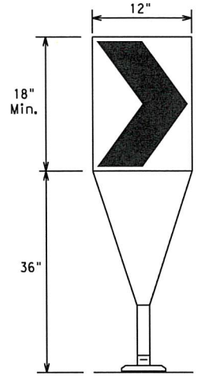
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



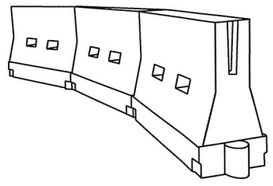
Fixed Base w/ Approved Adhesive
(Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 12

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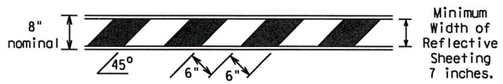
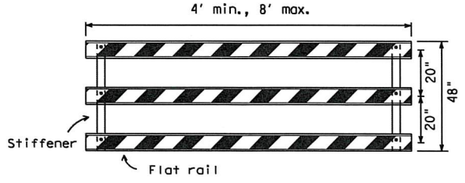
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



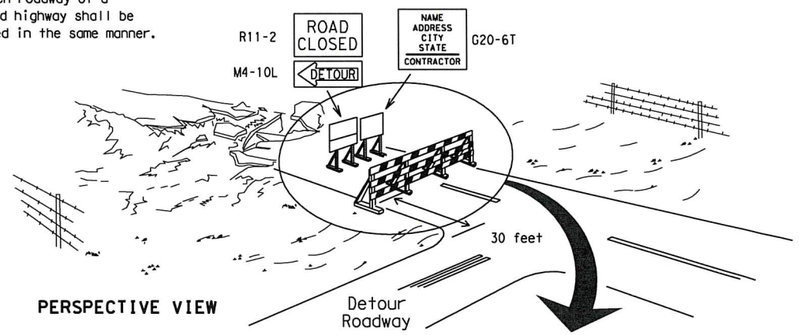
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

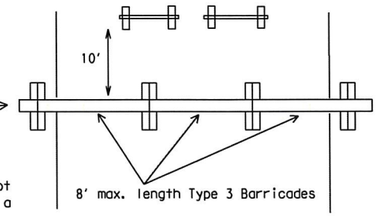
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

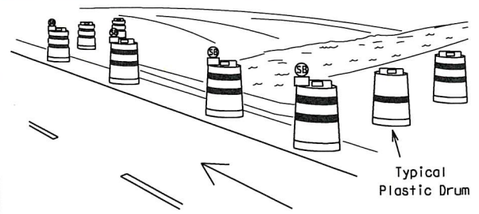
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

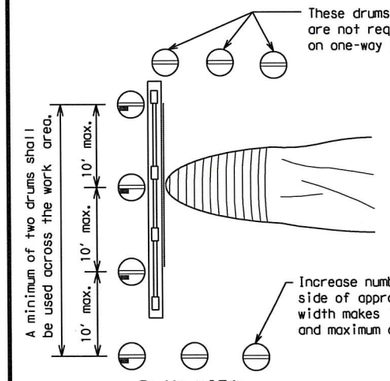
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

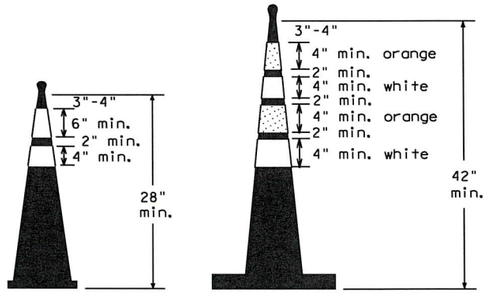
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones

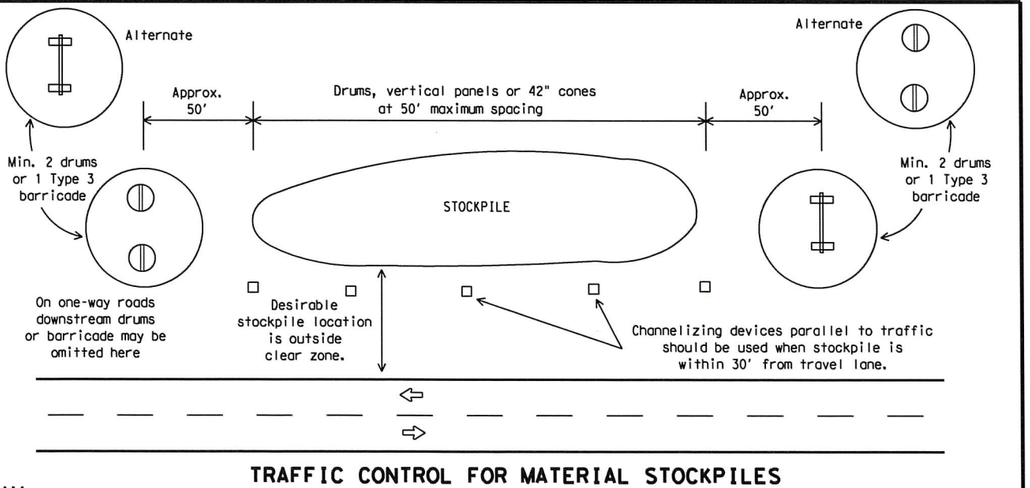
One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

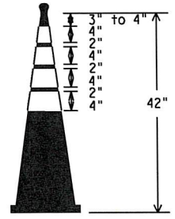
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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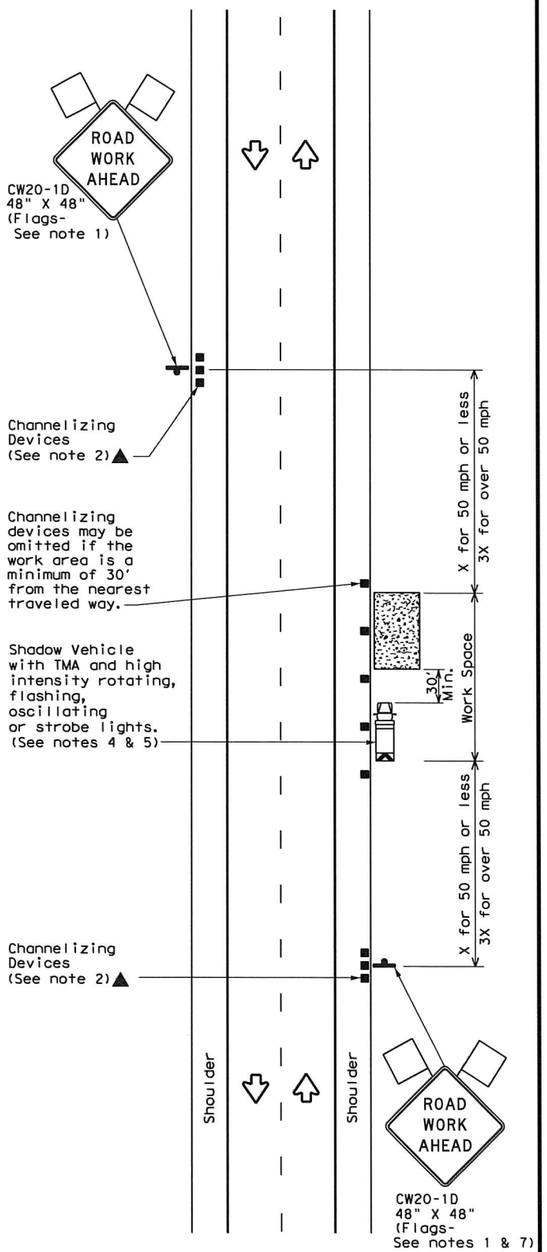
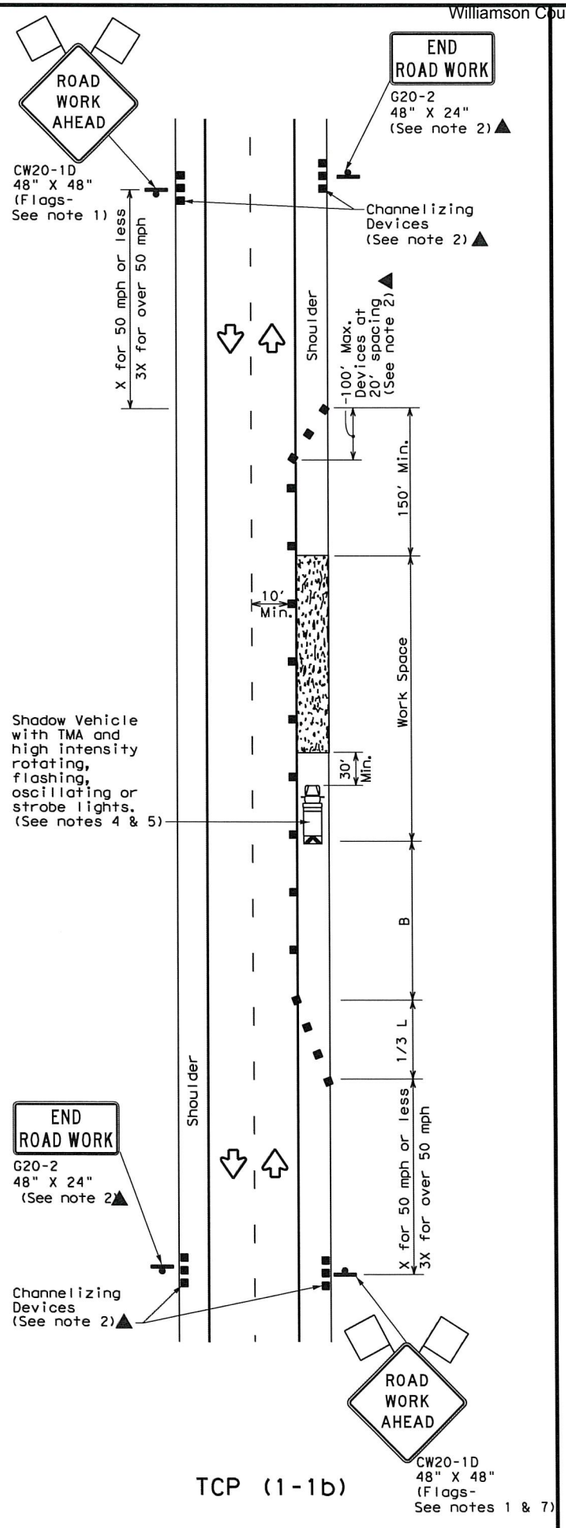


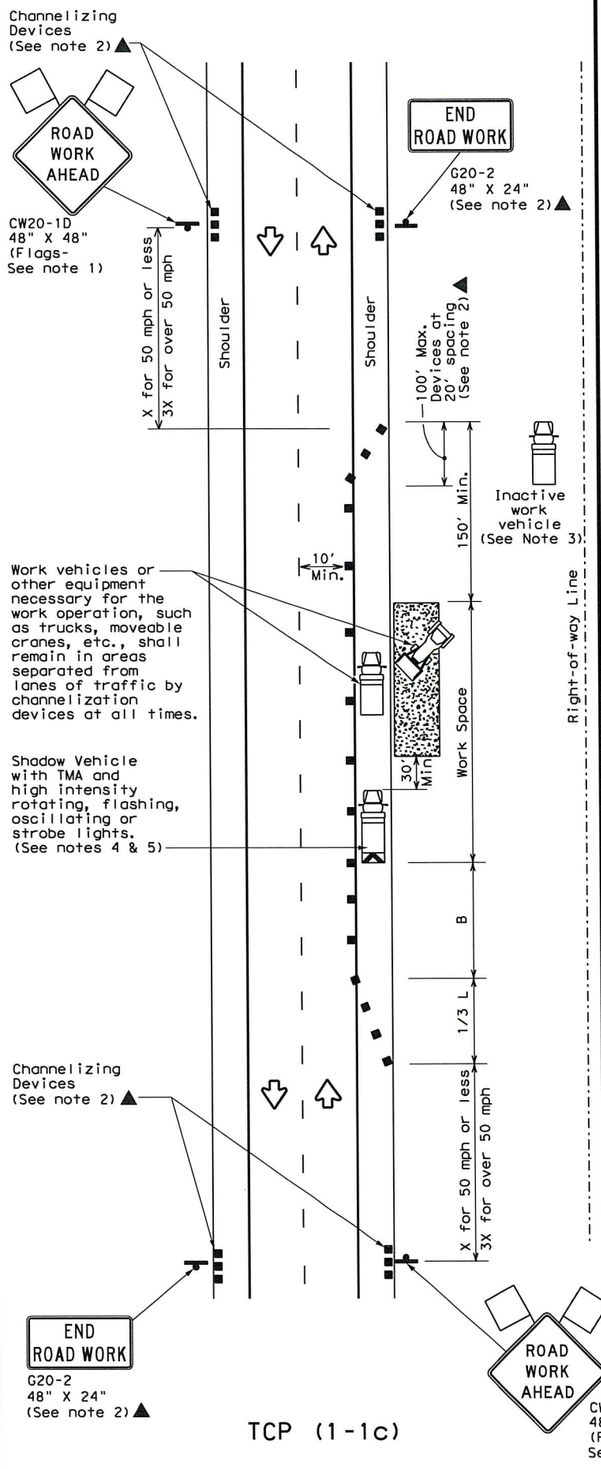
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
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1-97 2-18				

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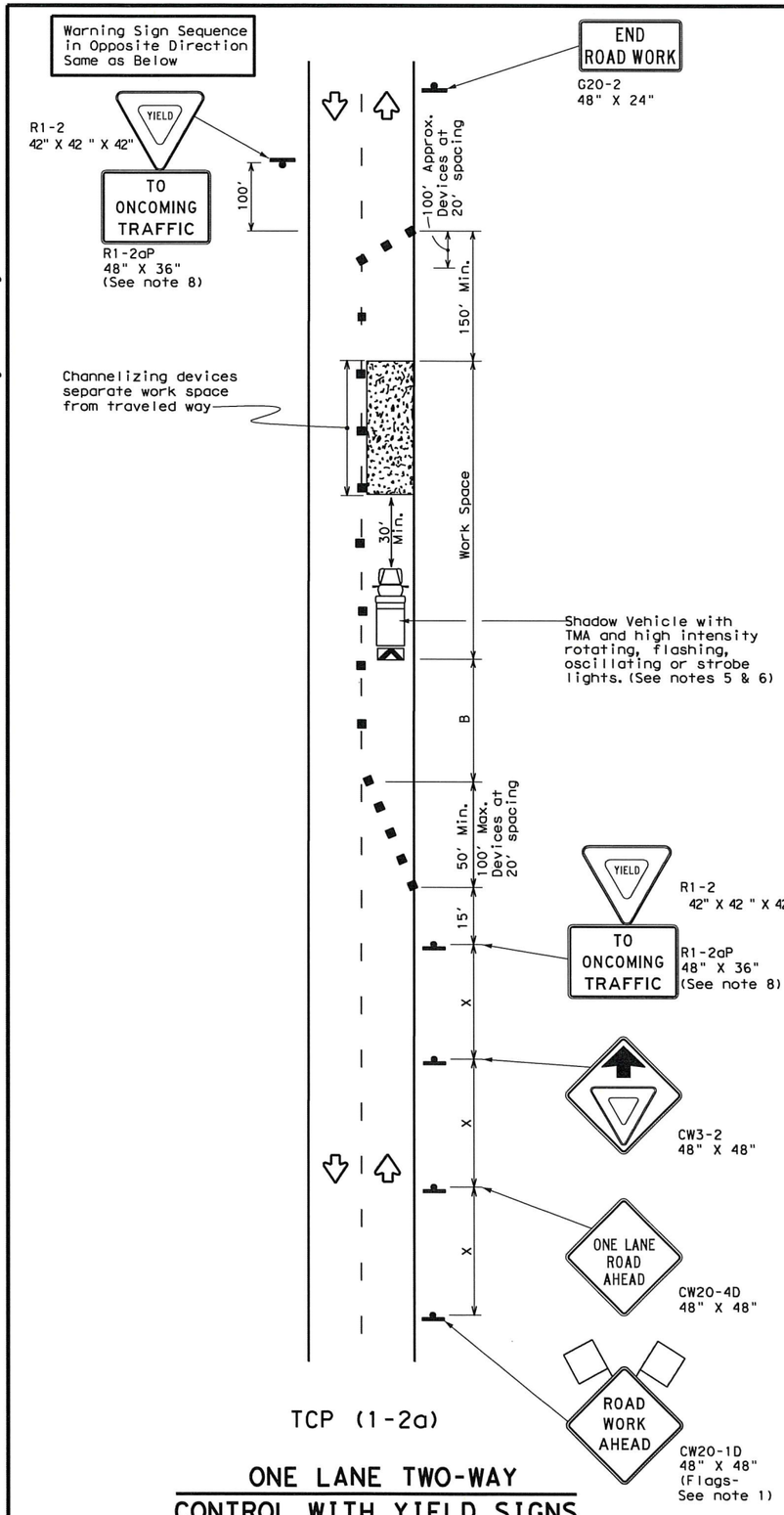
Warning Sign Sequence in Opposite Direction Same as Below

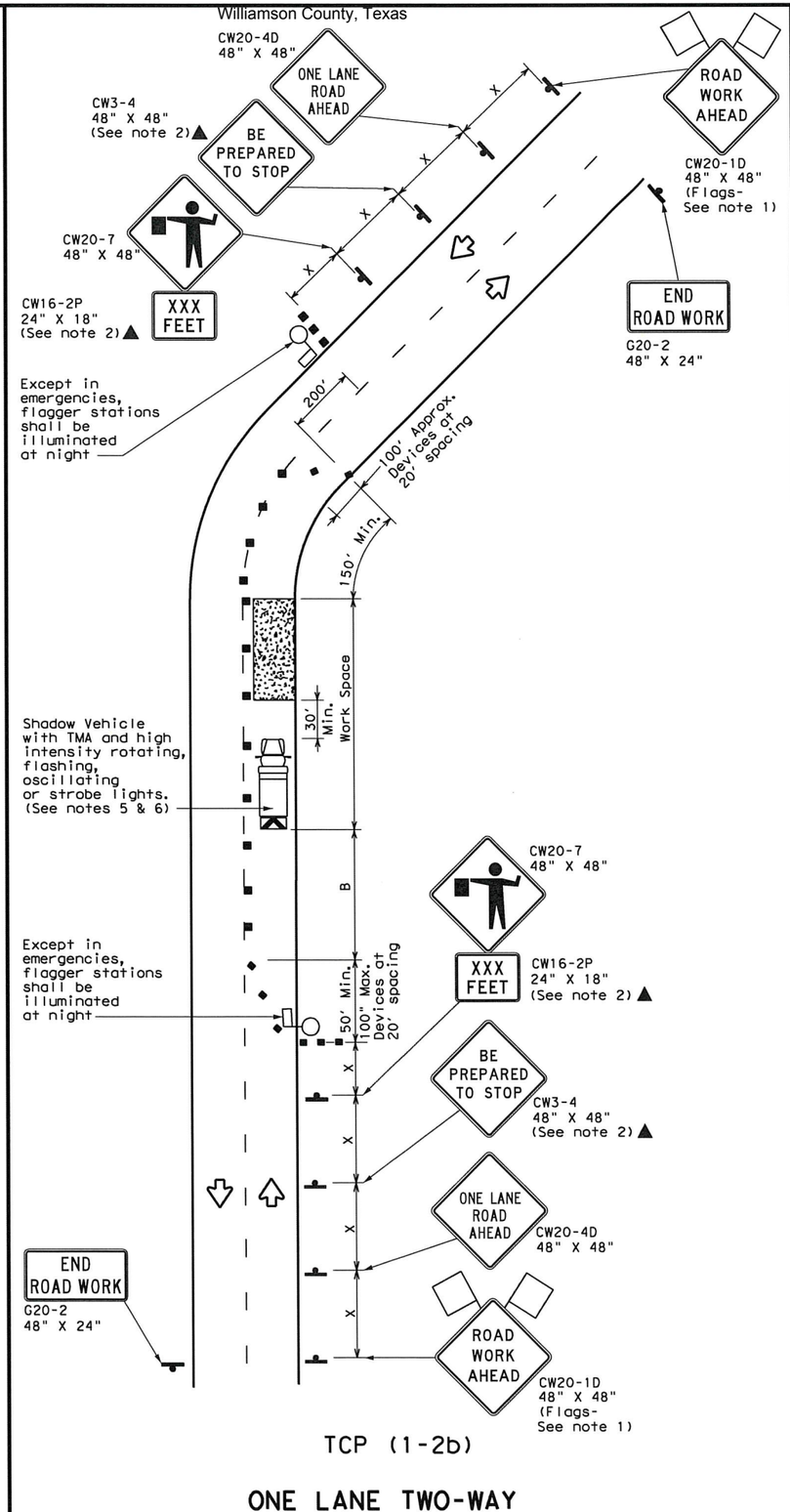


TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)

Williamson County, Texas



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

Bid 1804-224

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
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REVISIONS 4-90 4-98 / 2-94 2-12 / 1-97 2-18	DIST	COUNTY		SHEET NO. 15

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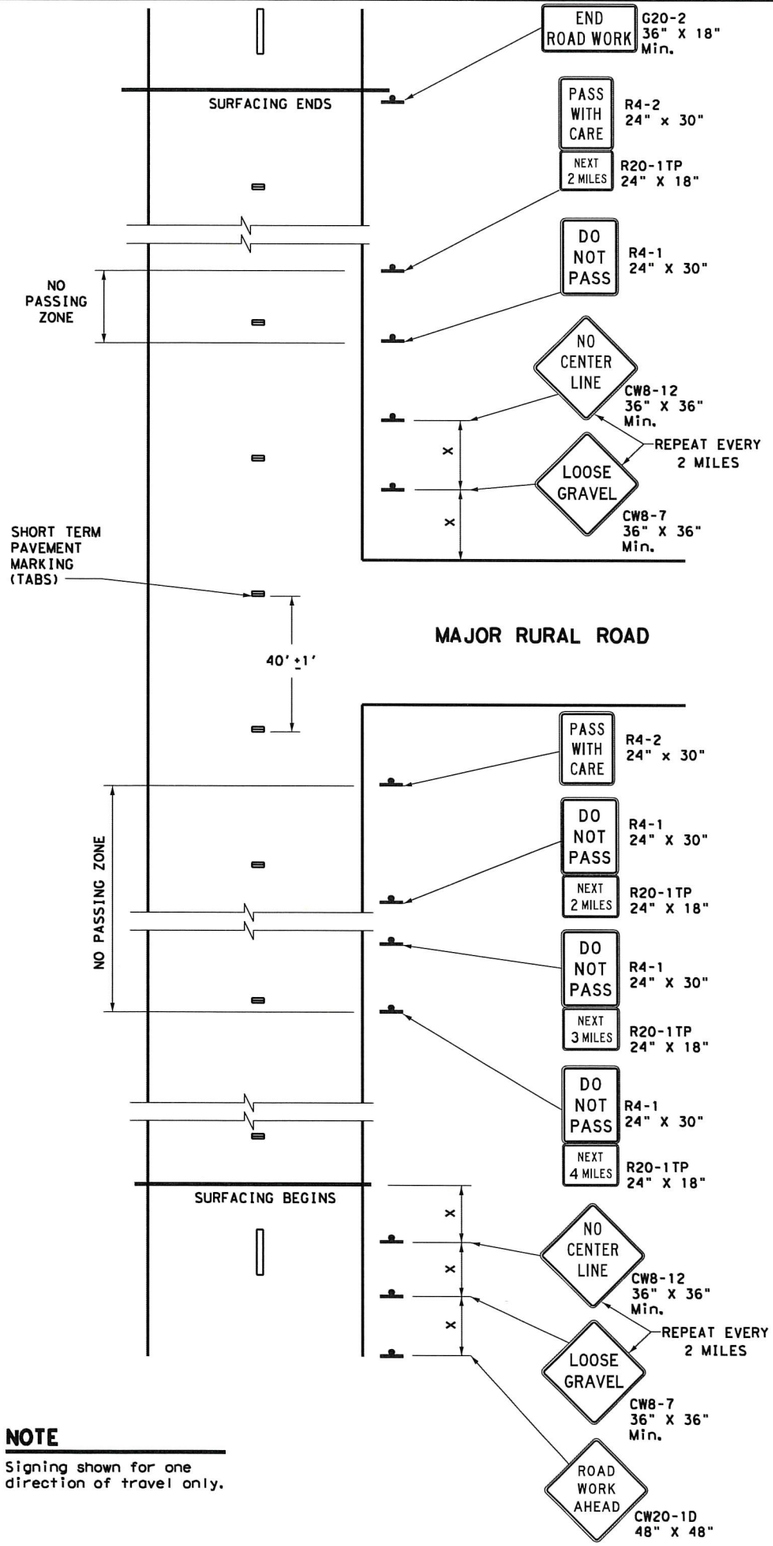
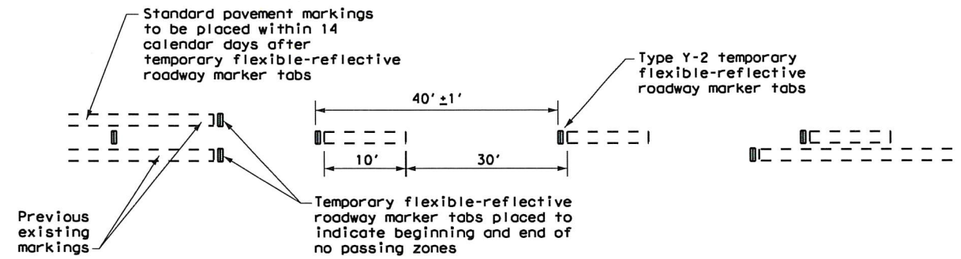


NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings(low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T)sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

FILE:	tcp7-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	March 1991	CONT	SECT	JOB	HIGHWAY
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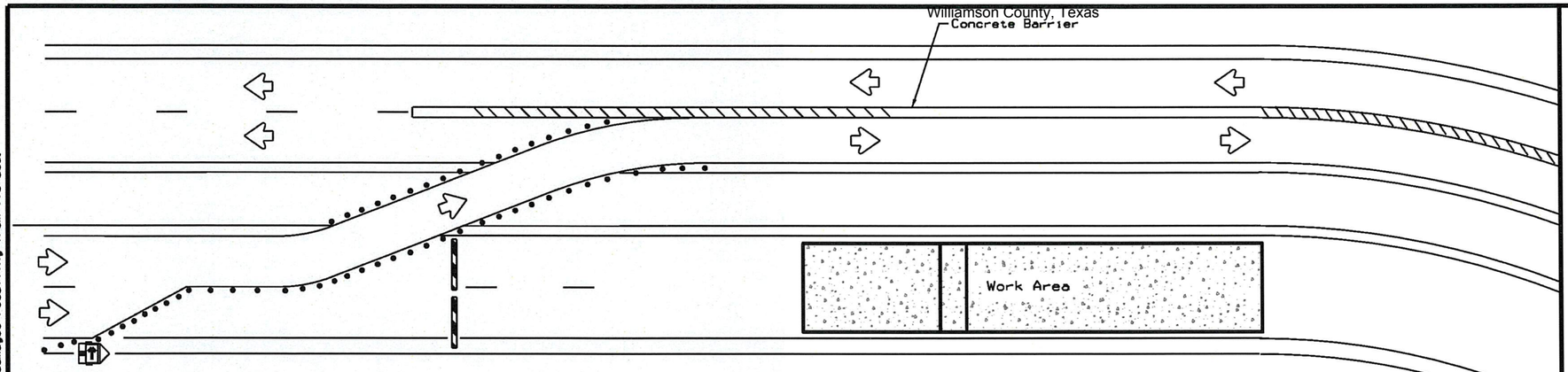


BARRIER DELINEATION WITH MODULAR GLARE SCREENS

NOTES:

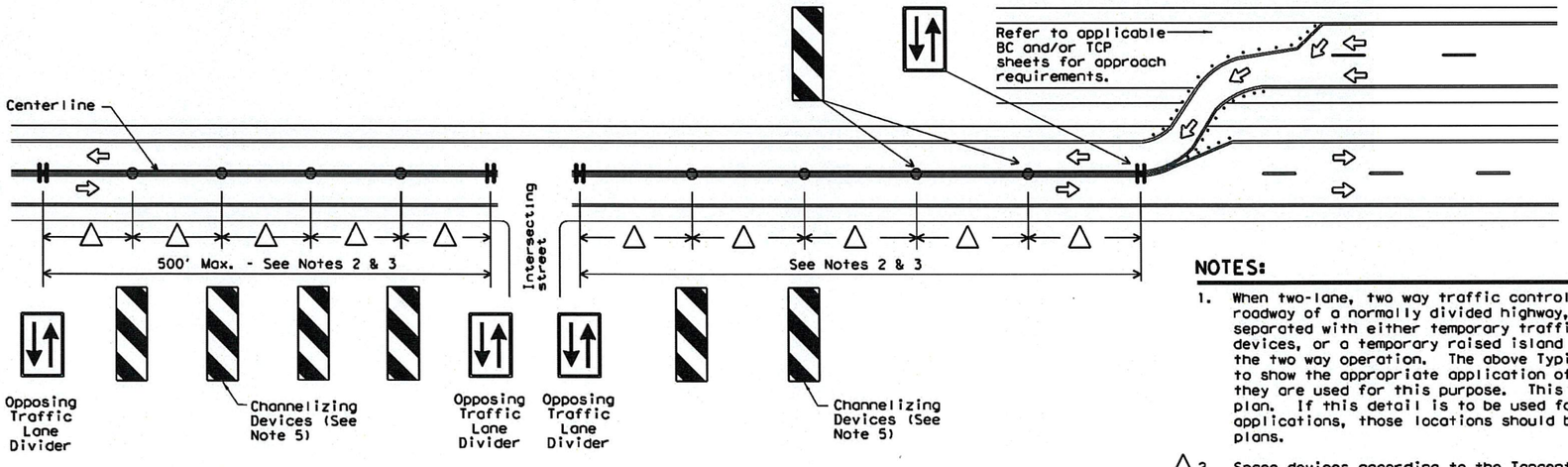
1. Length of Safety Glare screen will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular safety glare screen units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one safety glare screen unit.
3. Screen Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one glare screen panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.

LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\\\\	Safety glare screen

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the Compliant Work Zone Traffic Control Devices List" CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:

http://www.txdot.gov/business/resources/producer-list.html



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.

△2. Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.

3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.
4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.
5. Channelizing devices are to be vertical panels, 42" cones or tubular markers that are at least 36" tall. Tubular markers used to separate traffic should have a rubber base weighing at least 30 pounds. Tubular markers that are 42" tall or more shall have four bands of reflective material as detailed for 42" cones on BC(10). Tubular markers less than 42" but at least 36" tall shall have three bands of 3" wide white reflective material spaced 2" apart. Reflective material shall meet DMS-8300, Type A.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ(TD)-17

FILE: wztd-17.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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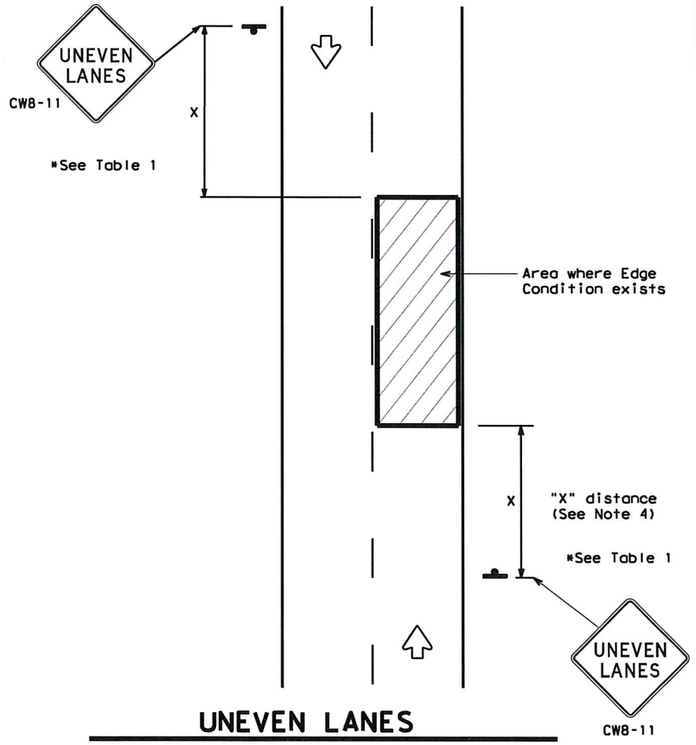
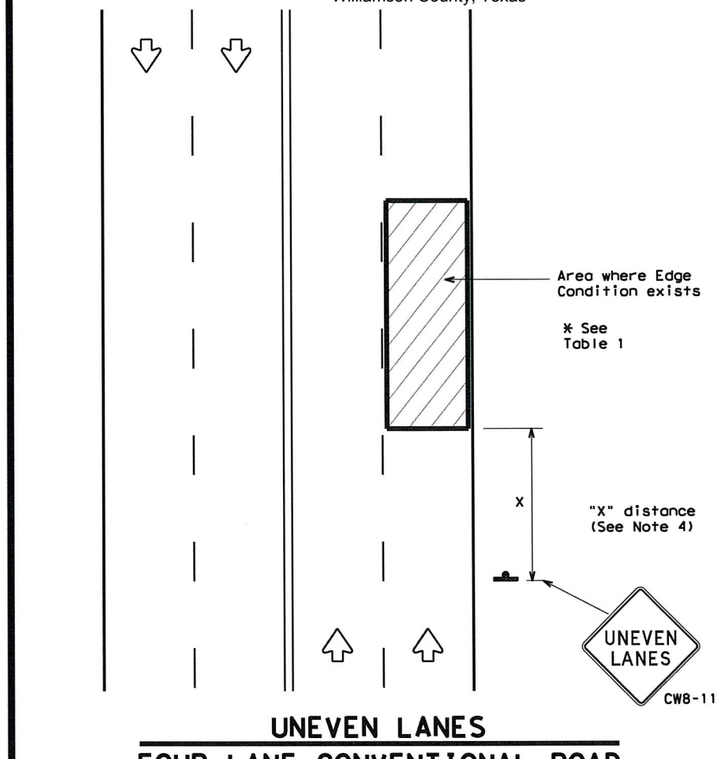
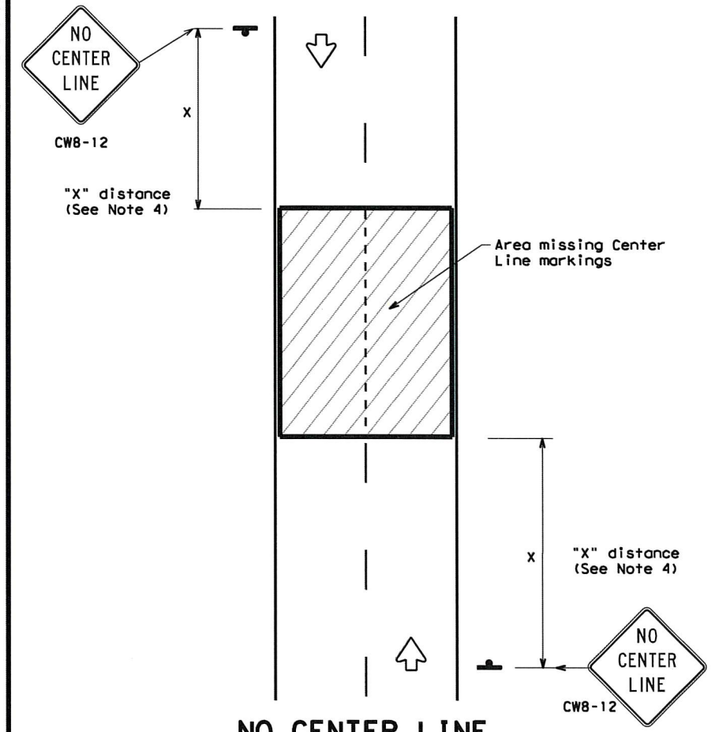


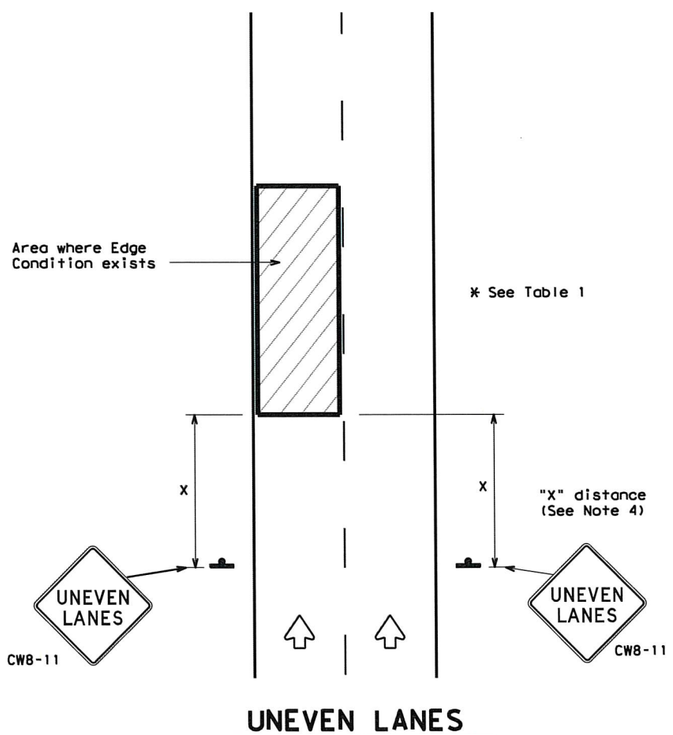
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

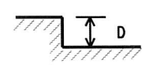
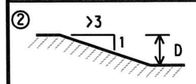
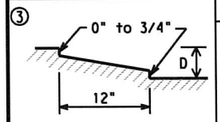
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation

Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

WZ(UL)-13

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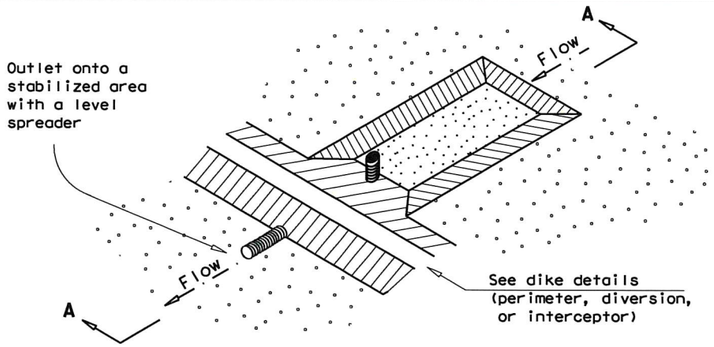
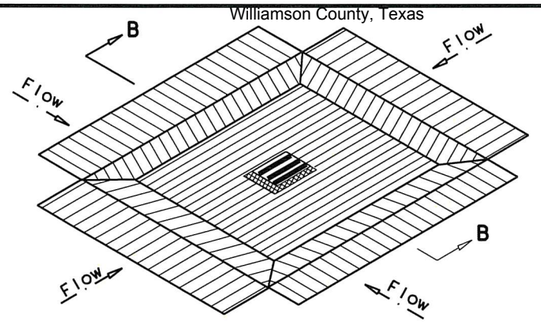


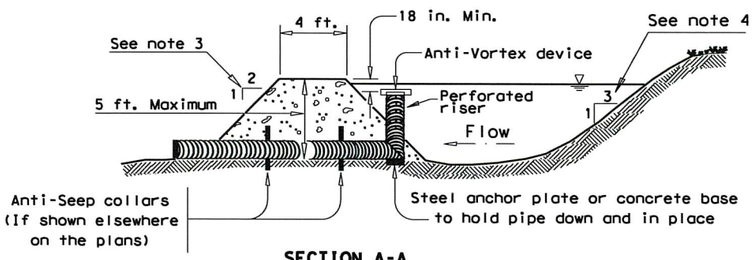
SEDIMENT BASIN AND/OR TRAP WITH PIPE OUTLET

ST/PO

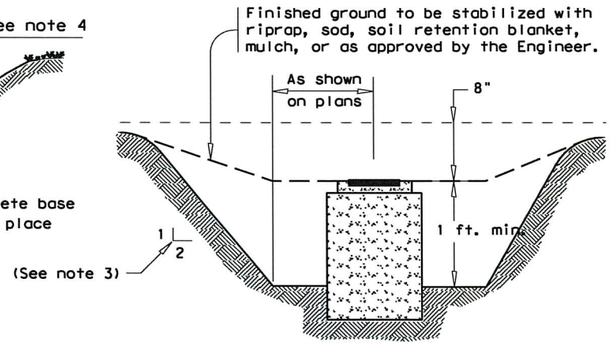


DROP INLET SEDIMENT TRAP

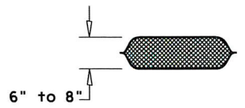
ST-DI



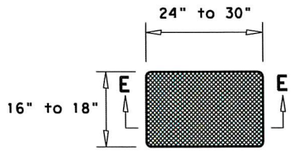
SECTION A-A



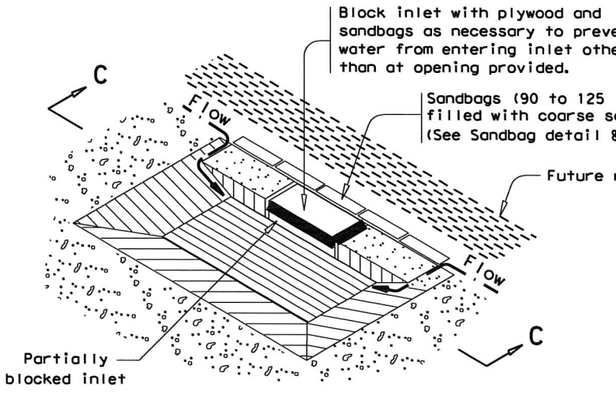
SECTION B-B



SECTION E-E

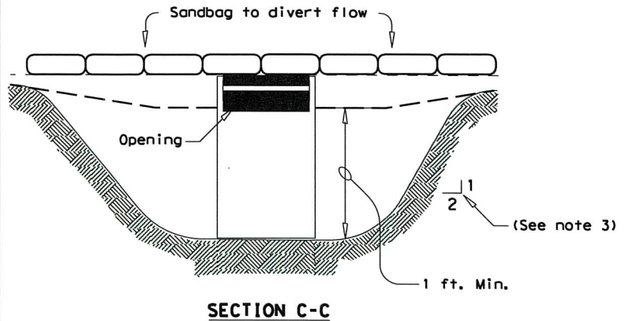


SANDBAG DETAIL

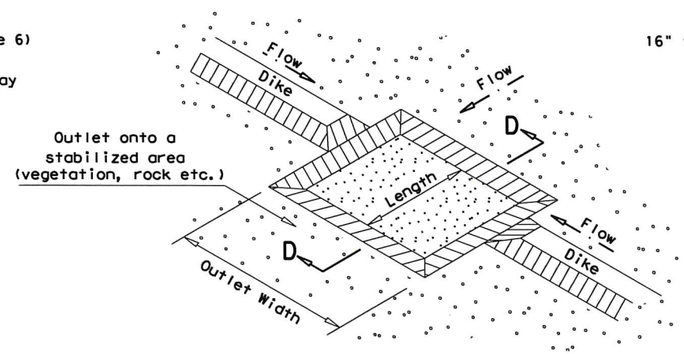


CURB INLET SEDIMENT TRAP

ST-CI

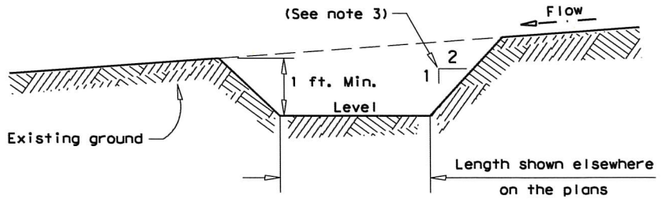


SECTION C-C



SEDIMENT TRAP WITH LEVEL STABILIZED OUTLET

ST



SECTION D-D

GENERAL NOTES

1. Pipe outlet material shall conform to the Item "Pipe Underdrains" or as accepted by the Engineer.
2. All pipe connections shall be watertight.
3. Side slopes within the safety clear zone of a roadway shall be 6:1 or flatter. Protect the traveling public from inlet stacks within the clear zone.
4. Sediment basins shall have side slopes of 3:1 or flatter.
5. The dimensions and limits of excavation for sediment basins and traps will be as shown elsewhere on the plans.
6. The sandbag material shall be made of polypropylene, polyethylene or polyamide woven fabric, min. unit weight 4 ounces /SY, Mullen burst strength exeeding 300 psi and ultraviolet stability exeeding 70%.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

A sediment basin and/or trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Basins: The drainage area for a sediment basin should not exceed 100 acres. The basin capacity shall be at least 1800 CF/Acre of drainage area (0.5" over the drainage area). If the disturbed area draining to the basin is larger than 10 acres, the basin capacity should be 3600 CF/Acre (1.0" over the drainage area).

The basin should have a 40 hour draw-down time with an emergency spillway. The spillway may be designed to pass the peak rate of runoff from a 25 year frequency storm. The 100 year storm should be investigated to consider possible flooding impacts.

The entrance into the basin should be protected from erosion. The basin should be cleaned when the capacity has been reduced by 1/3.

Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:
1. Within drainage ditches spaced @ 500'± on center
2. Immediately preceding ditch inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way

The trap outlet may either be through a perforated riser and pipe assembly designed to achieve a 40 hour draw-down time or over a level stabilized area (vegetation, rock, etc.).

The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less.

PLANS SHEET LEGEND

ST/PO — Sediment Basin and / or Trap with Pipe Outlet

ST-DI — Drop Inlet Sediment Trap

ST-CI — Curb Inlet Sediment Trap

ST — Sediment Trap with Level Stabilized Outlet

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

SEDIMENT BASINS AND TRAPS (EARTHWORK FOR EROSION CONTROL)

EC(6)-16

FILE: ec616	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS					
	DIST	COUNTY		SHEET NO.	
				19	

DATE:
FILE:

DISCLAIMER:
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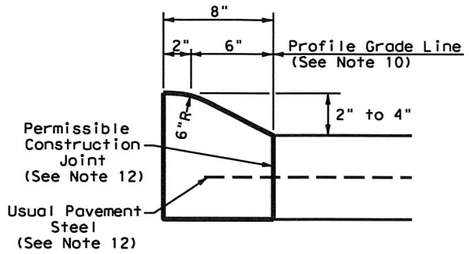
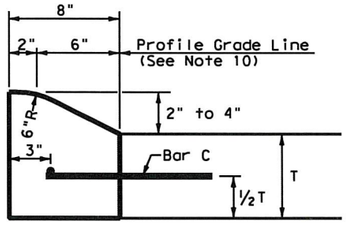
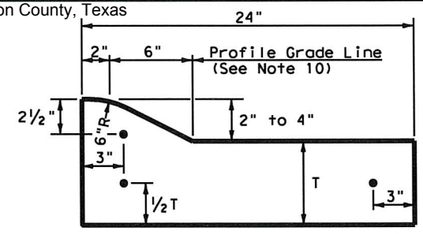


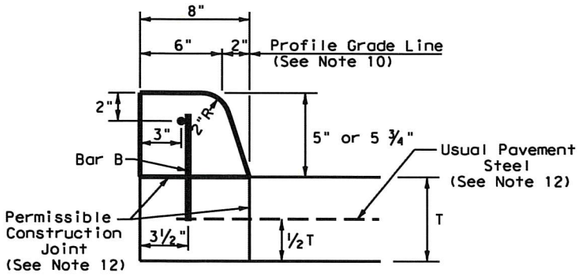
TYPE I CURB (MONOLITHIC)
2" - 4" HEIGHT



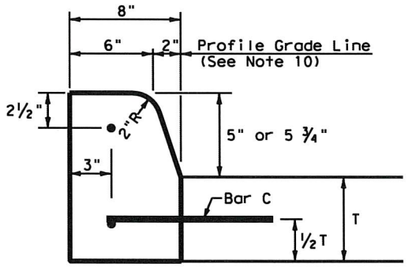
TYPE I CURB
2" - 4" HEIGHT



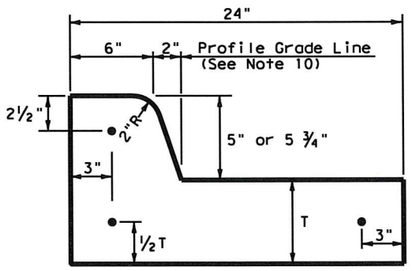
TYPE I CURB AND GUTTER
2" - 4" HEIGHT



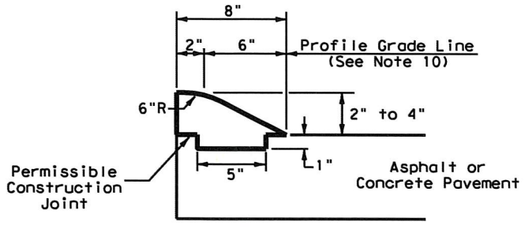
TYPE II CURB (MONOLITHIC)
5" - 5 ¾" HEIGHT



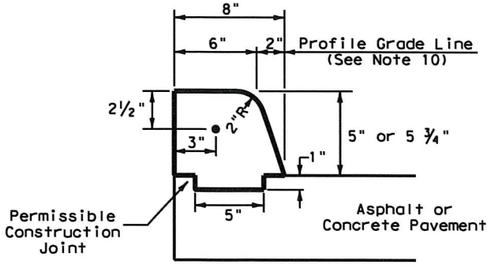
TYPE II CURB
5" - 5 ¾" HEIGHT



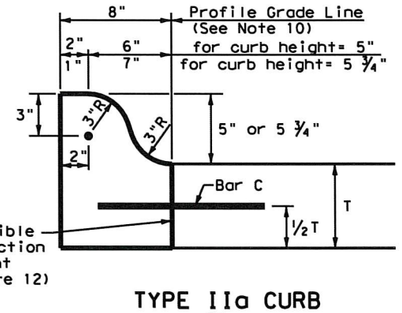
TYPE II CURB AND GUTTER
5" - 5 ¾" HEIGHT



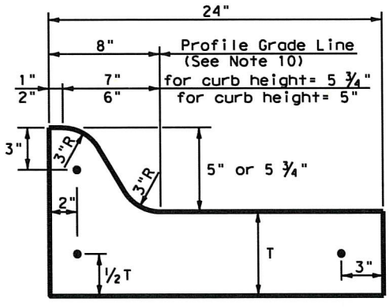
TYPE III CURB (KEYED)
2" - 4" HEIGHT



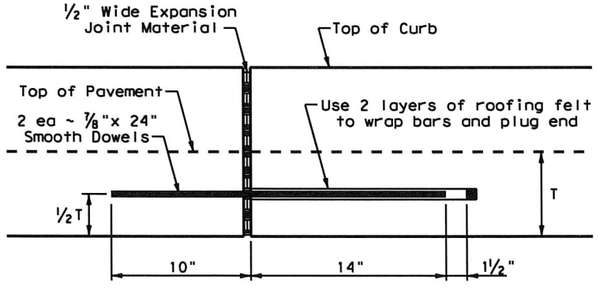
TYPE IV CURB (KEYED)
5" - 5 ¾" HEIGHT



TYPE IIa CURB
5" - 5 ¾" HEIGHT

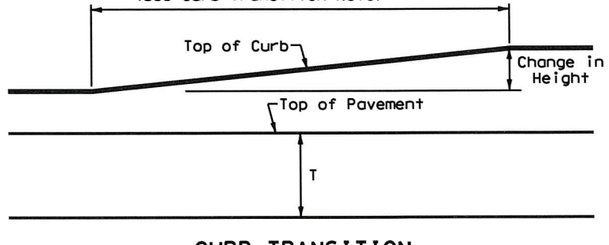


TYPE IIa CURB AND GUTTER
5" - 5 ¾" HEIGHT



EXPANSION JOINT DETAIL

Curb Transition Note:
Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.

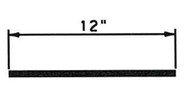


CURB TRANSITION
Note: To be paid for as Highest Curb

General Notes

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No. 4 unless otherwise shown. The use of synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Producer List (MPL), maintained by TxDOT, Construction Division.
4. Round exposed sharp edges with a rounding tool, to a minimum radius of ¼ inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is placed on existing concrete pavement, the pavement shall be drilled and the reinforcing bars grouted in place.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When vertical permissible construction joints are used, resulting in a longitudinal construction joint in the pavement, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans for longitudinal construction joints. Reinforcing steel for curb section shall then conform to that required for concrete curb.

BAR B



BAR C

Texas Department of Transportation

Design Division Standard

CONCRETE CURB AND CURB AND GUTTER

CCCG-12

FILE: cccg12.dgn	DN: TxDOT	CK: AM	DW: VP	CK: VP
© TxDOT: 1995	CONT	SECT	JOB	HIGHWAY
REVISIONS UPDATED 2012 - VP	DIST	COUNTY		SHEET NO.
				20

DATE:
FILE:

Bid Form Windberry Path Williamson County, Texas						
ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
104	6015	REMOVING CONC (SIDEWALKS)	SY	2		
104	6022	REMOVING CONC (CURB AND GUTTER)	LF	100		
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	30		
162	6002	BLOCK SODDING	SY	30		
168	6001	VEGETATIVE WATERING	MG	1		
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	22		
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	847		
340	6122	D - GR HMA(SQ) TY - D PG70 - 22	TON	200		
340	6246	D-GR HMA (SQ) TY-D PG64_22(LEVEL-UP)	TON	79		
354	6139	PLANE ASPH CONC PAV (1.5" TO 3")	SY	2418		
500	6001	MOBILIZATION	LS	1		
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1		
529	6008	CONC CURB & GUTTER (TY II)	LF	100		
531	6001	CONC SIDEWALKS (4")	SY	2		
TOTAL						

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1804-224 - Windberry Path - Milling & Overlay, Curb & Gutter and Sidewalk Replacements

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **32.**

Meeting Date: 04/24/2018

Crack Seal Renewal 1

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Crack Seal contract 1704-156, for the same pricing, terms and conditions as the existing contract for the term of May 16, 2018 - May 15, 2019, with Right Pointe as the primary vendor, Crafco Inc. as the secondary vendor, and The Quikrete Companies, LLC as the tertiary vendor.

Background

The Road and Bridge Department submitted a Vendor Performance Report (VPR) that reflected the Vendor met our requirements on this Contract, and requested to renew for the first renewal period. This was included and approved in the FY18 budget under line item 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1704-156 Crafco, Inc renewal 1

1704-156 The Quikrete Companies, LLC renewal 1

1704-156 Right Pointe renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:32 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 09:36 AM
Form Started By: Dianne West		Started On: 04/16/2018 03:56 PM
Final Approval Date: 04/19/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	CRAFCO, Inc		
Vendor Address:	6165 W Detroit Street, Chandler, AZ 85226		
Purpose/Intended Use of Product or Service (summary):			
Crack Seal			
P.O./Contract Number:	1704-156	**Effective Date:**	05/16/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	05/15/2019
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	May 16, 2018 – May 15, 2019
Initial Contract Period	May 16, 2017 – May 15, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Crafco, Inc.

Name N. Thomas Kelly

Title Vice President National Sales Manager

Signature

Date March 29, 2018

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

Dan A. Gattis

Williamson County Judge

Signature

Date

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	The Quikrete Companies, LLC dba Quality Pavement		
Vendor Address:	7322 Bonnyshire Drive, Chattanooga, TN 37416		
Purpose/Intended Use of Product or Service (summary):			
Crack Seal			
P.O./Contract Number:	1704-156	**Effective Date:**	05/16/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	05/15/2019
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	May 16, 2018 – May 15, 2019
Initial Contract Period	May 16, 2017 – May 15, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor The Quikrete Companies, LLC dba Quality Pavement

Name Lloyd Washington

Title Bid Administrator

Signature Lloyd Washington

Date March 23, 2018

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Right Pointe		
Vendor Address:	234 Harvestore Drive, DeKalb, IL 60115		
Purpose/Intended Use of Product or Service (summary):			
Crack Seal			
P.O./Contract Number:	1704-156	**Effective Date:**	05/16/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	05/15/2019
Requested By:	Terron Evertson, Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	May 16, 2018 – May 15, 2019
Initial Contract Period	May 16, 2017 – May 15, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Right Pointe LLC
Name Jennifer Skonie
Title Inside Sales Representative
Signature Jennifer Skonie
Date 3/23/18

Williamson County, 710 Main St., Georgetown, TX 78626
Dan A. Gattis
Williamson County Judge
Signature _____
Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **33.**

Meeting Date: 04/24/2018

Kofile Technologies

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of archival digitization from Kofile Technologies, Inc. for the County Clerk's Office utilizing the GSA contract number GS-35F-275AA, for a total of $83,225.11 and authorizing the execution of the agreement.

Background

This purchase is to preserve historical documents for the Williamson County Clerk's Office. Funding for this project is coming out of the Records Archive Fund. Please see attached paperwork.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GSA renewal

Kofile quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 10:34 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 11:39 AM
Form Started By: Jayme Jasso		Started On: 04/17/2018 10:58 AM
Final Approval Date: 04/19/2018		

HONORABLE NANCY E. RISTER
WILLIAMSON COUNTY CLERK

ARCHIVAL DIGITIZATION OF COMMISSIONERS COURT MINUTES

WITH QUICKLINK® ACCESS SOLUTION & VANGUARD SEARCH APPLICATION

MARCH 21, 2018—*REVISED APRIL 11, 2018*

KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD, DALLAS, TX 75235
P/ 214.351.4800 F/ 214.442.6669
INFO@KOFILE.US WWW.KOFILE.US

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY 1

II. PROJECT EXECUTION 2
- Location of Work 2
- Vaults 2
- System Security 3
- Production Tracking System (PTS) 4
- Service Delivery 4
- Information Requests 4
- Ownership of Data 5

III. ARCHIVAL DIGITIZATION METHODOLOGY 6
- Imaging Overview 6
- Vanguard Search Application 9
- QuickLink® Access Solution 10

IV. PROPOSAL PRICING 12
- Project Overview 12
- GSA Schedule 70 Contract Cooperative Purchasing 13
- Project Inventory 15

CONTACT INFORMATION

KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD, DALLAS, TX 75235
p/ 214.351.4800
f/ 214.442.6669

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MICHAEL COBB
EXECUTIVE SPONSOR
MICHAEL.COBB@KOFILE.US

SUSANNA RECORDS
CONTRACTS COORDINATOR (GSA)
p/ 214.351.4800
f/ 214.442.6669
SUSANNA.RECORDS@KOFILE.US

I. EXECUTIVE SUMMARY

This quote addresses the archival digitization of the Williamson County Clerk's Commissioners Court Minute books and Indexes. This collection is comprised of 107 books in 120 binders with a Good Faith Estimate of 94,155 pages. Recommended services include archival imaging and processing and a QuickLink® Access Solution and Vanguard Search Application.

This project will relieve dependence on paper by ensuring superior digital images are accessible for electronic retrieval. Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Williamson County Clerk's modernization goals. We have taken an innovative approach to this project to ensure a successful outcome. All pricing herein is good for 90 days from the date of this proposal.

DO IT ONCE, DO IT RIGHT, DO IT FOREVER

This philosophy is the driving force placing Kofile above other imaging competitors. Kofile's services are not *'as-is'* or *'scan it and forget it*.' Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Williamson County is guaranteed that all work is the highest quality and free of distortion or information loss due to capture. Williamson County is assured of the survival of the Best Original Image for the application of current and future technologies.

With Kofile, Williamson County saves money, eliminate exposure of assets at multiple locations. With headquarters located in Dallas, TX, Kofile can work side-by-side with the County Clerk. Billy Gerwick, Account Manager, will handle all communication with the Williamson County Clerk and ensure the project is completed on schedule and according to Williamson County's standards. Kofile appreciates this opportunity to be of service to the Williamson County Clerk in this engagement.

PROJECT GOALS

- ✓ *Modernize & upgrade office systems*
- ✓ *Eliminate or reduce manual lookups & searches*
- ✓ *Expedite searches with more records available for electronic retrieval*
- ✓ *Progress towards a paperless office*
- ✓ *Protect original records by reduction of daily use*
- ✓ *Reclaim space in the public records area*

II. PROJECT EXECUTION

LOCATION OF WORK

The location of work for this project is Kofile's corporate headquarters at 6300 Cedar Springs Road in Dallas, TX, *see pictured*. Kofile possesses a history of responsibility, and it has invested in facilities with superior security to mitigate loss and destruction before they occur.

Williamson County is welcome to inspect the Kofile facility—with or without notice—at any time.

Our Dallas facility is a fire-resistant brick and concrete building with structural steel support members and fire-rated walls, ceiling, and flooring. The Kofile facility is F5 Tornado Resistant according to an architectural assessment preformed by Tanner Consulting, January 2010.

Due to the sensitive nature of the data, Kofile provides multiple security measures. Kofile combines a 24/7 manned on-site security person with electronic surveillance. A state-of-the-art security system protects the entire building. In addition to the Motion Detector Security System, Kofile follows rigorous end-of-day closing and lock-down inspection protocol.

Regulated Facility Environment

Kofile has 24-hour temperature and relative humidity (RH) controls. All work areas for original Documents meet the Texas State Library and Archives Commission's recommended archival climate control standards. Kofile has four independent HVAC systems with programmable thermostats. Each vault has a separate and independent HVAC system. The HVAC for the work and storage areas are constantly set at 70°F. The level of relative humidity (RH) is maintained at a percentage in the mid-fifties.

The laboratories are windowless and centrally located to eliminate exposure to ultraviolet (UV) light. Kofile does not have any issues with pest control. The building is regularly maintained. Food and drinks are not permitted in the conservation areas by anyone, for any reason. Records being treated for mold or pests are quarantined in standard polyethylene bags, separate from other records, until remedial treatment is complete.

VAULTS

The Dallas facility has three vaults. Each vault is secured with Level 5 vault doors with a 4-Hour UL Rating of at least 350°F. Each vault has its own independent HVAC system, monitors for humidity and temperature, and controls for airborne particulates (monitored by analog methods). Kofile actively monitors for micro-organic growth.

Daily protocol requires that records removed from the vault for work must be in the custody of a technician at all times. When records are not undergoing treatment, they are immediately returned to the vault area.

Kofile provides storage services for microfilm, microfiche, and other types of data in its Media Vault. Kofile randomly performs spot tests to safeguard against certain contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox on microfilm. Acetate Base Film is separated from Polyester Base Film and is stored in separate storage boxes to help eliminate film contamination, as Eastman Park Micrographics, Inc. (EPM) recommends.

Kofile can retrieve any part of the microfilm/data and transmit the requested microfilm/data to a customer electronically or through other means. The client owns all of the stored microfilm/data, and Kofile will not sell or distribute the microfilm/data in any way.

SYSTEM SECURITY

Kofile works in a secured, directory-based environment. Kofile employees are subjected to background checks and extensive interviews. Before they are allowed to work with confidential records, technicians must graduate a series of work-effort tiers.

Our operator terminals are configured to ensure that no data can leave the facility. Any employee who works on a project is issued a username and password to access images. Rights are assigned to individual images as "read only." Only approved employees have the passwords to change image permissions (access or alter an image). Therefore, no one can delete or modify images without authorization. All activity of this nature is logged.

Kofile establishes positive control over each item. Our SQL imaging database maintains a complete audit trail throughout each step for inventory control. We have managed numerous projects and have not lost any media or source files. Irreplaceable roll film, aperture cards, cartridges, paper files, charts, maps, and microfiche are all handled in this manner, without loss.

Kofile's server architectures allow redundancy of data operations in multiple locations. Data is regularly backed up to allow services to resume without interruption. Scanned information is captured on local workstations and processed in batches. After capture, batches are stored on centralized servers. Index servers are also backed up. After indexing, data is batch processed on central servers. These are backed up nightly, and the entire group of information is stored on archive servers. These data sets are moved to tape with multiple copies maintained offsite and within the vault noted previously. A backup implementation and rotation schedule is provided upon request.

PRODUCTION TRACKING SYSTEM (PTS)

An integral part of project management relates to the cataloguing of incoming files and tracking. Kofile uses its Production Tracking System (PTS) capability to produce unique IDs for each control unit. PTS provides staff with the tools necessary to establish positive control of the project and to manage the inventory of images, boxes, and microfilm continuously. Kofile employees can track the individual status of each document traveling through our system. PTS is also used for audit tracking purposes for each employee.

SERVICE DELIVERY

Trained personnel handle documents with the utmost care. For projects with large inventories, records are transported in our secure 18-foot truck. The cargo is held in a climate-controlled environment. This vehicle boasts a 4,000 lb. lift gate, air suspension, and air brakes. This truck is also equipped with extra security features, including back-up cameras and an anti-lock braking system. Executives monitor location, warning signals, and environmental conditions during transport.

INFORMATION REQUESTS

"Hot Shots," or Williamson County information requests, are available via fax or email. Upon receipt of a Hot Shot, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the requester or alternate. The turnaround time for Hot Shots will meet or exceed the County Clerk's requirements.

OWNERSHIP OF DATA

All Williamson County records (including volumes, document, digital images, metadata, and microfilm) serviced by Kofile shall remain the property of Williamson County. This policy is applicable to any agreement, verbal or written, between Williamson County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Williamson County.
- The records are not disclosed, sold, assigned, leased, or otherwise provided to third parties by Kofile.
- The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

III. ARCHIVAL DIGITIZATION METHODOLOGY

Imaging a document creates an electronic representation of the original. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Kofile does not subscribe to the "*scan it and forget it*" philosophy. Our services differ because materials are addressed according to condition and fold endurance without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents. Kofile invests in the best hardware and software. Many of our projects involve re-imaging what low-bid vendors have already imaged. With Kofile, images are the highest quality and are free of distortion and loss of information.

Kofile's experience with the data conversion of archival documents is inferior to none. Kofile can address any concerns regarding the conservation treatment and handling of fragile items, superior image capture and microfilming, and quality of work— *all at one facility*.

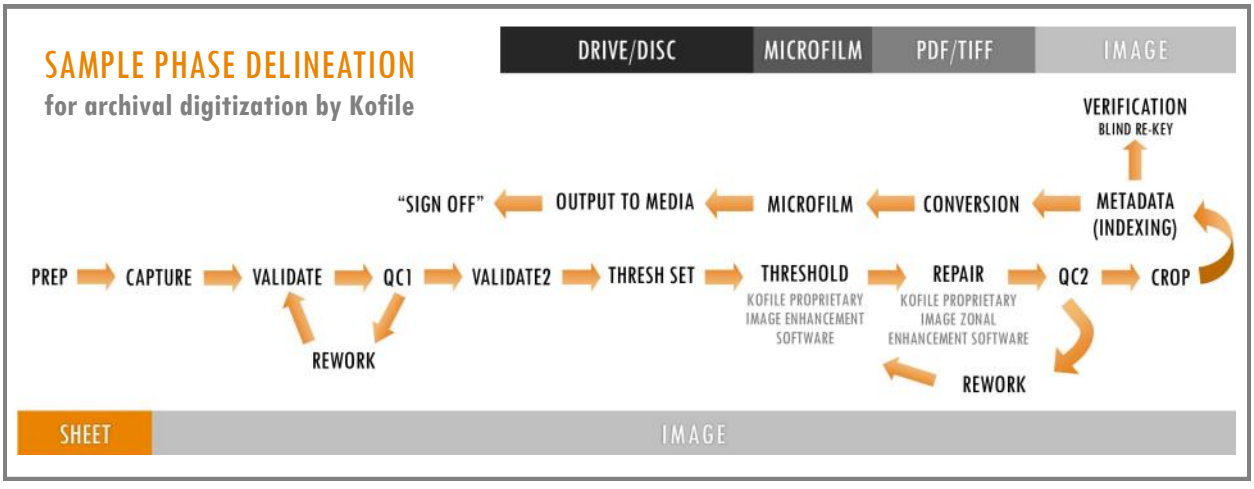
IMAGING OVERVIEW

Domain specific knowledge is necessary for this project. A vendor that does not understand permanent asset collections may address the Williamson County files as disposable documents. Kofile understands these are not disposable records, and will maintain file order and identification.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

Image Capture

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is treated with a "Best Possible Image Indicator" or further enhancements.



Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.

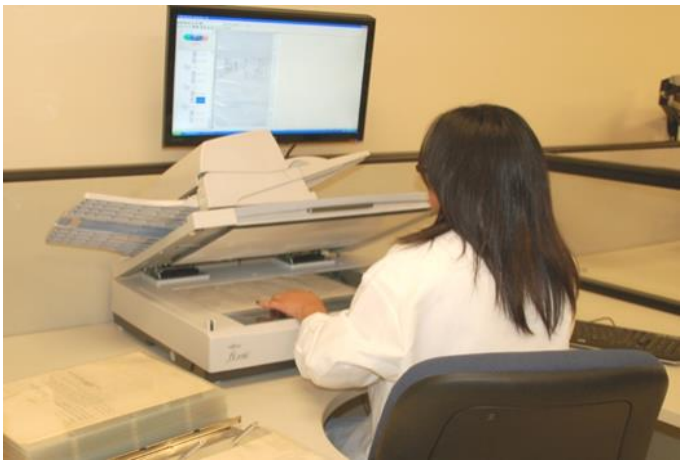


Image Processing & Enhancement

IMAGE PERFECT is Kofile's proprietary software. It ensures the optimum image quality. When documents vary in size and density, this custom programming ensures uniform images. It provides proprietary algorithms to achieve high image quality. Algorithms are critical for capturing different densities and quality levels in a collection.

This proprietary software is a digital SLR-based system. Kofile utilizes the Microsoft® SQL database as the underpinning for the production systems. The software also allows operators to build and edit image processing scripts interactively. The image processing scripts can be saved for batch processing. It also has progress tracking capabilities and can identify exceptions. Supervisors correct problems quickly and efficiently. This software automatically detects and compensates for a scanner's variances or for variances from multiple scanners. The Assured Image delivers consistent, high-quality output.

The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

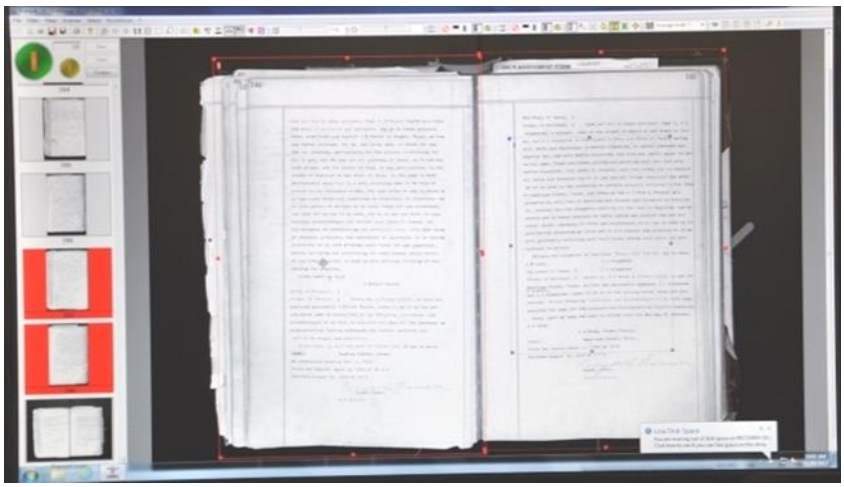
Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Courier Press, August 21, 2013 <www.courierpress.com/news/local-news/digitizing-historical-records> and <www.courierpress.com/news/local-news/county-digitizes-century-old-records>.

IMAGE PERFECT uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. Kofile maintains 100% document integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

During the image repair process, *IMAGE PERFECT* allows repair of the currently displayed image without rescanning. This eliminates the need to rescan additional images that could compromise image integrity. Images are zonal enhanced to improve readability.

Quality Targets (pictured) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. *IMAGE PERFECT* measures each image at a minimum for the following attributes:

- Target dpi
- Target Tone scale and correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



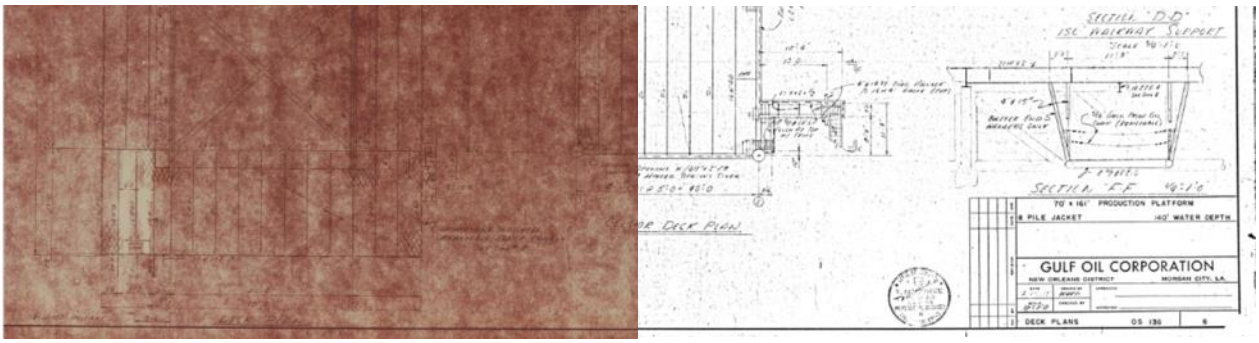
Quality Targets permit operators to view image quality at the time of the scan. Images, even those scanned on different devices, are "normalized" as if from the same scanner. Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. The Quality Targets serve as the foundation for our quality assurance analysis.

Annotations are supported to allow the electronic addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

Kofile performs negative Photostat polarity reversal (so all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

Quality Control (QC)

QC ensures that all images are certified. **Each and every image is sight checked**. Kofile's quality assurance involves three major thresholds for 100% review inspection: during preparation, scanning, and a post scanning review. Then, the process involves a statistical, random, batch-based review of 8% of all work before delivery. Kofile ensures that there are no missing pages, double feeds, and accounts for "A" pages (those added to the book).



Examples of imaging before (L) and after (R) image cleanup and enhancements.

VANGUARD SEARCH APPLICATION

This solution is a browser-based cloud application, and its User Interface is standard for browser-based applications. Additionally, the system will run on standard personal computers and tablet devices (e.g. Microsoft® Surface and Apple iPad). Tablet computers still access the **Vanguard Search Application Module** in a wireless environment.

Facilitation of end user access is given the highest priority. The entire system is easy to use, and it is simple enough that the end-user does not require prolonged intervention or assistance from employees.

Cloud & Browser Based System

This new class of browser-based cloud application provides superior reliability and performance. Cloud technology provides additional disaster recovery measures with off-site servers. Touch screen computers and tablets allow the staff to use new technology in their daily work. Progressive technology allows them to function more effectively than ever before.

Vanguard Records Management offers browser-based solutions. Complex software is never loaded on a workstation or tablet—this eliminates common support problems associated with implementations. Kofile's browser-based retrievals provide the same program and operational methodology to all office users. Out-of-office computers will no longer need to load additional software. All retrieval is browser based.

QUICKLINK® ACCESS SOLUTION

QUICKLINK® is custom software solution that maps index entries to associated images. It expedites a county's digital imaging and indexing initiatives.

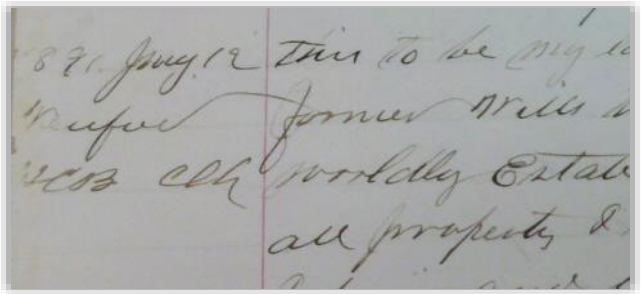
This solution offers reduced cost and liability as an alternative to full indexing—*especially the costs associated with handwritten (manuscript) records*. Manuscript data is expensive to index due to the significant time and increased level of difficulty required to transcribe information and interpret handwriting styles.

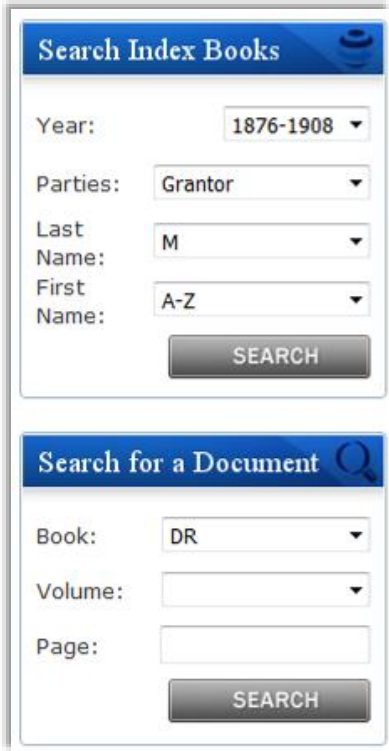
QUICKLINK® is a browser-based and web-hosted interface. It is incredibly user-friendly. Incorporating a digital retrieval reduces wear on the oversized original index books.

QUICKLINK® maps index entries and retrieves the associated digital images. *See the search parameters exampled right and on the following page.*

QUICKLINK® also provides an e-commerce solution in which the clerk's office can provide constituents with electronic copies, but retain 100% of the revenue for image copies.

*Typical queries by title companies, abstractors, or attorneys require data older than 30 years. **QUICKLINK®** automates searches, and provides significant cost savings from full indexing.*





QUICKLINK®—FULL ACCESS VERSION

With this automated retrieval, physical access of any volume is eliminated. This solution is only available if the actual document referenced in the index entry is digitally scanned and loaded.

KOFILE TECHNOLOGIES
Home
Zoom In
Zoom Out
Image: 1/14
Help
Search Index Books
Year: 1876-1908
Parties: Grantor
Last Name: M
First Name: A-Z
SEARCH
Search for a Document
Book: DR
Volume:
Page:
SEARCH
Legend
Next Page = Shift + '>' key
Previous Page = Shift + '<' key
Zoom In = '+' key >
Zoom Out = '-' key >
GENERAL INDEX OF DEEDS.---Direct.
Quickly navigate between index books and pages.
Quickly navigate to specific documents.
Click the QuickLink® hotspot to view the related document.
Each line links by Volume & Page.
HELP
ABOUT
PRIVACY
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IV. PROPOSAL PRICING

PROJECT OVERVIEW

WILLIAMSON COUNTY CLERK PROJECT OVERVIEW					
RECORD SERIES	QTY,	APPROX. PGS.	ORIGINAL FORMAT	LEVEL OF SERVICE	LINE ITEM TOTAL
Index to Commissioners Court Minutes	7 *vols.*	4,255	Manuscript/Typescript	IM	$2,014.85
Commissioners Court Minutes	112 *vols.*	89,900	Manuscript/Typescript/Negative Photostat	IM	$39,931.72
				PROJECT SUBTOTAL	$41,946.56

QUICKLINK® & VANGUARD SEARCH PRICING			
INVENTORY	LEVEL OF SERVICE	LINE ITEM TOTAL	OPTION TOTAL
For Manuscript Records & Corresponding Index Books Only	QuickLink® FULL Access Solution *(One Time Cost)*	$36,278.55	$41,278.55
	QuickLink® Site Set Up Fee *(One Time Cost)*	$5,000.00	
For Typescript Records & Corresponding Indexes	Vanguard Search Application *(One Time Cost)*	$49,367.50	*Included at no charge*
	Vanguard Search Implementation *(One Time Cost)*	$30,225.00	
		GRAND TOTAL	$83,225.11

**QuickLink® & Vanguard Search licensing, maintenance, and support is billed annually. At Year Five, billing is subject to an increase of at least 10%.*

QUICKLINK® & VANGUARD MAINTENANCE & SUPPORT
$4,800.00/Year

COUNTY ACCEPTANCE

- Without a signed contract, prices are good for 90 days. Upon approval, pricing is firm for the contract term.
- Pricing is based on a Good Faith Estimate of page and case counts. Billing will occur on actuals based upon agreed upon pricing; not to exceed the P.O. with written authorization from the County.

Signature/Title of County Representative *Date*

Pricing Includes:

(IM) Archival Imaging—Image Capture, Processing, & Enhancements:

- Document Prep (Staple Removal, etc.)
- Image Capture, Processing, & Zonal Enhancements
- Output of either a single- or multi-page TIFF or PDF image
- Page Validation (automated page numbering)
- Sight Verify Each Image for Quality Control

(QL) QuickLink® Indexing (Full)—Manuscript Books & Corresponding Indexes

- QuickLink® indexing & image stitching. QuickLink® software setup & training. Licensing, maintenance, & support for the first year.
- QuickLink® licensing, maintenance, and support commences on the one year anniversary of its go-live and is billed annually each year after. At Year Five, billing is subject to an increase of at least 10%.

(VS) Vanguard Search Application—Typescript & Negative Photostat Books & Corresponding Indexes

- OCR processing of images to be loaded into the Vanguard Records Search Application. OCR processing allows keyword searching of images/data in the system.
- Application Implementation Labor & Training
- Infrastructure (Application Storage—images/metadata electronic off-site security backup, Network Bandwidth In/Out, Operation Support)
- Application Support (Chat & Troubleshooting, Tier 1 & Tier 2)

Other Included Services:

- Disaster Recovery Electronic Off-site Backup. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.

GSA SCHEDULE 70 CONTRACT COOPERATIVE PURCHASING

Kofile has a federal cooperative purchasing (CO-OP) contract that extends to state and local government. This is GSA Schedule 70 Contract No. GS-35F-275AA. Williamson County is eligible for to purchase from this contract.

Our Schedule 70 CO-OP Contract presents professional information technology labor categories for data conversion & records management services. Other information pulled from GSA literature that may be helpful includes:

- *The Group 70 contract is available for Cooperative Purchasing with state and local governments at any time, for any reason, using any funds available.*
- *It is entirely voluntary.*
- *The eligible vendors are knowledgeable about Cooperative Purchasing. Vendors are prepared to be a GSA customer's primary point of contact. Furthermore, customers are free to enter into a Cooperative Purchasing agreement with any Schedule vendor without involving GSA.*

To purchase from GSA, you only need follow Williamson County's applicable purchasing requirements. When a Purchase Order is issued, it must reference Kofile's **GSA Contract Number GS-35F-275AA**. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client's quote for the order.

The total prices on Page 11 are billed as GSA line items. GSA line items are billed per hourly charges and include the following (includes Annual Support/Maintenance billed after Year One):

GSA SCHEDULE 70 LINE ITEMS				
PART NO.	ITEM	UNIT PRICE	QUANTITY	TOTAL PRICE
IMAGING				
TCS003	Certified Digital Imaging Architect	$174.00/Hour	241.0722	$41,946.56
QUICKLINK® ACCESS SOLUTION				
TCS008	Information Assurance Engineer II	$75.00/Hour	483.714	$36,278.55
TCS012	System Consultant (Setup)	$157.00/Hour	31.84713	$5,000.00
TCS012	System Consultant (Maintenance & Support)	$157.00/Hour	30.80255	$4,836.00

PROJECT INVENTORY

FORMAT KEY M Manuscript T Typescript PH Negative Photostat

Following is the project inventory:

PROJECT INVENTORY & ITEMIZED PRICING

RECORD SERIES TITLE	VOLUME	DATE	QTY.	EST. PAGE COUNT	FOR MAT	SHEET SIZE	PREVIOUS SERVICES	LEVEL OF SERVICE
Index Book	0	1848-1898	1 *vol.*	315	T	8.5x14	Preservation	IM/QL/VS
Index Book	1	1898-1927	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Index Book	2	1927-1977	1 *vol.*	500	M	11x17	Preservation	IM/QL/VS
Index Book	3	1978-1986	1 *vol.*	500	M	11x17	Preservation	IM/QL/VS
Index Book	4	1986-1989	1 *vol.*	500	M	11x17	Preservation	IM/QL/VS
Index to Commissioner Court Minutes		1989-1998	1 *vol.*	900	T	8.5x14	None	IM/QL/VS
Index to Commissioner Court Minutes		1989-1998	1 *vol.*	900	T	8.5x14	None	IM/QL/VS
Police Court Minutes		1850-1859	2 *vols.*	500	M	8.5x11	Preservation	IM/QL/VS
Commissioner Court Minutes	4	1860-1871	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	5	1871-1876	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	6A	1876-1882	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	7	1882-1889	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	8	1889-1897	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	9	1897-1904	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	10	1904-1913	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	11	1913-1920	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	12	1920-1929	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	13	1929-1940	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	14	1940-1951	2 *vols.*	640	M	11x17	Preservation	IM/QL/VS
Commissioner Court Minutes	15	1951-1960	1 *vol.*	640	PH	11x17	None	IM/QL/VS
Commissioner Court Minutes	16	1960-1968	1 *vol.*	640	M	11x17	None	IM/QL/VS
Commissioner Court Minutes	17	1969-1973	1 *vol.*	640	M	11x17	None	IM/QL/VS
Commissioner Court Minutes	18	1973-1975	1 *vol.*	640	M	11x17	None	IM/QL/VS
Commissioner Court	19-102		84 *vols.*	79,800	T	Legal	None	IM/QL/VS

Commissioners Court - Regular Session **34.**

Meeting Date: 04/24/2018

Aggregate contract extension 1704-154

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Aggregate contract 1704-154, for the same pricing, terms and conditions as the existing contract for the term of May 09, 2018 - May 08, 2019, with Vulcan Construction Materials.

Background

The Road and Bridge department submitted a Vendor Performance Report (VPR) that reflected the Vendor met our requirements on this Contract, and requests to renew for the first renewal period. This was included and approved in the FY18 budget under line item 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Aggregate 1704-154 vendor signed renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:35 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 09:36 AM
Form Started By: Dianne West		Started On: 04/18/2018 08:34 AM
Final Approval Date: 04/19/2018		

WILLIAMSON COUNTY
TEXAS

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials		
Vendor Address:	P.O. Box 791550 San Antonio, Texas 78279		
Purpose/Intended Use of Product or Service (summary):			
Aggregate - Primary award for item 4, TxDot Item 302, Type E, Grade 5			
P.O./Contract Number:	1704-154	**Effective Date:**	05/09/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	05/08/2019
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 1	May 09, 2018 – May 08, 2019
Initial Contract Period	May 09, 2017 – May 08, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials LLC

Name Oscar Benavides

Title Sales Mgr

Signature

Date 4-9-18

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

Dan A. Gattis

Williamson County Judge

Signature

Date

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **35.**

Meeting Date: 04/24/2018

Invitation For Bid 1804-222 Neenah Avenue at Pearson Ranch Road Traffic Signal

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Neenah Avenue at Pearson Ranch Road Traffic Signal under IFB # 1804-222.

Background

Williamson County is seeking qualified contractors to construct a traffic signal. Estimated time of completion is 150 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $250,000. The point of contract is HNTB and Road Bonds will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1804-222 Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:37 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Johnny Grimaldo		Started On: 04/18/2018 10:22 AM
Final Approval Date: 04/19/2018		

Solicitation 1804-222

Neenah Avenue at Pearson Ranch Road Traffic Signal

Bid Designation: Public

Williamson County, Texas

Bid 1804-222
Neenah Avenue at Pearson Ranch Road Traffic Signal

Bid Number	1804-222
Bid Title	Neenah Avenue at Pearson Ranch Road Traffic Signal
Bid Start Date	In Held
Bid End Date	May 16, 2018 3:30:00 PM CDT
Question & Answer End Date	May 11, 2018 5:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist II 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**30 days**
Pre-Bid Conference	**May 2, 2018 3:30:00 PM CDT** **Attendance is optional** **Location: 901 S. Austin Avenue, Georgetown, TX 78626**

Bid Comments

BID COMMENTS
Williamson County is seeking qualified contractors to construct a traffic signal.
Estimated time of completion is 150 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $250,000.

If entering an electronic bid in BidSync (PREFERRED), the following documents MUST be completed and attached to the First Line Item.
Completed Bid Form – Enter Total Price in area provided, then download/print/complete bid form and upload to first line item.
Bid Affidavit · This is a Fill·able form - Complete and Accept.
Bid Bond - See Details Below.

The following documents are fillable forms on BidSync · Fill in blanks and accept to apply to the bid.
Conflict of Interest Form
References
Bid Bond - See Details Below.

If delivering a paper bid instead of electronic, you must provide (2) originals, (1) copy, and (1) USB or CD of all the required documents. All documents must be delivered in a sealed envelope to:

Williamson County Purchasing
Attn: Bid #1804-222 Neenah Ave and Pearson Ranch Road Traffic Signal
901 South Austin Ave
Georgetown, TX 78626

BID BOND REQUIRED: Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in BidSync and using Surety 2000, you may import your bid bond directly from the Surety 2000 website.
To use a different bond provider, you MUST: Scan the completed Bond; download the completed bond to the first line item of this bid with your other required documents or your bid will be disqualified.

All Bids shall be accompanied by either;
A certified cashier's check: payable without recourse to Williamson County and drawn upon a National or State Bank in the amount not less than five percent (5%) of the total maximum bid price;
A bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the State of Texas.

For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.

If you are awarded the bid, please see reference to new State Requirement for Certificate of Interest in Section 3 Bid Instructions/Requirements: #36: Certificate of Interested Parties.

Bonds
Payment and Performance Bond documents are provided in the Bid documents for completion upon award. Maintenance Bond documents are provided in the Bid documents for completion upon final completion of the work.

LIQUIDATED DAMAGES for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated Damages will be in accordance with Special Provision 000-001, and are estimated to be $590 per calendar day.

PLAN HOLDERS LISTS
Please note that a bidder adding their name to the Plan-Holders list is voluntary.
The plan-holder's on construction bids allows Prime and Subcontractors to add their names and information to a list of users that are participating in this bid. To add a company to the Plan holder's list, the user will choose either the Subcontractor or the Prime contractor tabs and then click Add my company to this Plan holder's list. This will add the company's contact information to the Plan holder's list for other suppliers on the list to see.

If the user would like to view the suppliers that have been added to the list, they will need to click on the Subscribe button. This will allow the user to view other suppliers that have added their names to the Plan holder's list. Both of these actions will require that the vendor agree to the terms for the action

Contract Administrator for this project is Bob Daigh, Senior Director of Infrastructure or designee, and shall be the Contract Administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection, and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.

Item Response Form

Item	**1804-222--01-01 - Total Bid Price**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1
Expected Expenditure $300,000.00

Description
Total Bid Price

Item **1804-222--01-02 -** Please attach all documents to this line

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please Attach all documents to this line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1804-222
Neenah Avenue at Pearson Ranch Road Traffic Signal

BIDS MUST BE RECEIVED ON OR BEFORE:
May 16, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
May 16, 2018 3:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

BID COMMENTS

Williamson County is seeking qualified contractors to construct a traffic signal.

Estimated time of completion is 150 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $250,000.

If entering an electronic bid in BidSync (PREFERRED), the following documents MUST be completed and attached to the First Line Item.

Completed Bid Form – Enter Total Price in area provided, then download/print/complete bid form and upload to first line item.
Bid Affidavit - This is a Fill-able form - Complete and Accept.
Bid Bond - See Details Below.

The following documents are fillable forms on BidSync - Fill in blanks and accept to apply to the bid.

Conflict of Interest Form
References
Bid Bond - See Details Below.

If delivering a paper bid instead of electronic, you must provide (2) originals, (1) copy, and (1) USB or CD of all the required documents. All documents must be delivered in a sealed envelope to:

Williamson County Purchasing
Attn: **Bid #1804-222 Neenah Ave and Pearson Ranch Road Traffic Signal**
901 South Austin Ave
Georgetown, TX 78626

BID BOND REQUIRED: Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in BidSync and using Surety 2000, you may import your bid bond directly from the Surety 2000 website.

To use a different bond provider, you MUST: Scan the completed Bond; download the completed bond to the first line item of this bid with your other required documents or your bid will be disqualified.

All Bids shall be accompanied by either;

a) A certified cashier's check: payable without recourse to Williamson County and drawn upon a National or State Bank in the amount not less than five percent (5%) of the total maximum bid price;
OR
b) A bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the State of Texas.

For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.

If you are awarded the bid, please see reference to new State Requirement for Certificate of Interest in Section 3 Bid Instructions/Requirements: #36: Certificate of Interested Parties.

Bonds

Payment and Performance Bond documents are provided in the Bid documents for completion upon award.
Maintenance Bond documents are provided in the Bid documents for completion upon final completion of the work.

LIQUIDATED DAMAGES for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated Damages will be in accordance with Special Provision 000-001, and are estimated to be **$590** per calendar day.

PLAN HOLDERS LISTS

Please note that a bidder adding their name to the Plan-Holders list is voluntary.

The plan-holder's on construction bids allows Prime and Subcontractors to add their names and information to a list of users that are participating in this bid. To add a company to the Plan holder's list, the user will choose either the Subcontractor or the Prime contractor tabs and then click Add my company to this Plan holder's list. This will add the company's contact information to the Plan holder's list for other suppliers on the list to see.

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Contract Administrator for this project is Bob Daigh, Senior Director of Infrastructure or designee, and shall be the Contract Administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection, and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1804-222 NEENAH AVE AT PEARSON RANCH RD TRAFFIC SIGNAL **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
		Base Bid				
1	0100 6015	PREPARING ROW (HAND CLEARING)	0.65	AC		$ -
2	0416 6004	DRILL SHAFT (36 IN)	53	LF		$ -
3	0500 6001	MOBILIZATION	1	LS		$ -
4	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO		$ -
5	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	160	LF		$ -
6	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	160	LF		$ -
7	0618 6046	CONDT (PVC) (SCH 80) (2")	495	LF		$ -
8	0618 6053	CONDT (PVC) (SCH 80) (3")	210	LF		$ -
9	0620 6007	ELEC CONDR (NO.8) BARE	2,775	LF		$ -
10	0620 6008	ELEC CONDR (NO.8) INSULATED	2,030	LF		$ -
11	0620 6009	ELEC CONDR (NO.6) BARE	70	LF		$ -
12	0620 6010	ELEC CONDR (NO.6) INSULATED	140	LF		$ -
13	0624 6010	GROUND BOX TY D (162922)W/APRON	1	EA		$ -
14	0628 6213	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	1	EA		$ -
15	0644 6076	REMOVE SM RD SN SUP&AM	4	EA		$ -

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1804-222 NEENAH AVE AT PEARSON RANCH RD TRAFFIC SIGNAL **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
16	0680 6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA		$ -
17	0682 6001	VEH SIG SEC (12")LED(GRN)	8	EA		$ -
18	0682 6002	VEH SIG SEC (12")LED(GRN ARW)	4	EA		$ -
19	0682 6003	VEH SIG SEC (12")LED(YEL)	8	EA		$ -
20	0682 6004	VEH SIG SEC (12")LED(YEL ARW)	8	EA		$ -
21	0682 6005	VEH SIG SEC (12")LED(RED)	8	EA		$ -
22	0682 6006	VEH SIG SEC (12")LED(RED ARW)	4	EA		$ -
23	0682 6017	PED SIG SEC (LED)(2 INDICATIONS)	8	EA		$ -
24	0682 6023	BACK PLATE (12")(3 SEC)	8	EA		$ -
25	0682 6024	BACK PLATE (12")(4 SEC)	4	EA		$ -
26	0684 6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	1,909	LF		$ -
27	0684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2,448	LF		$ -
28	0684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1,251	LF		$ -
29	0686 6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	4	EA		$ -
30	0687 6001	PED POLE ASSEMBLY	4	EA		$ -

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1804-222 NEENAH AVE AT PEARSON RANCH RD TRAFFIC SIGNAL **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
31	0688 6001	PED DETECT PUSH BUTTON (APS)	8	EA		$ -
32	0688 6003	PED DETECTOR CONTROLLER UNIT	1	EA		$ -
33	6001-6001	PORTABLE CHANGEABLE MESSAGE BOARD	28	DAY		$ -
34	6002 6001	VIVDS PROCESSOR SYSTEM	1	EA		$ -
35	6002 6002	VIVDS CAMERA ASSEMBLY	4	EA		$ -
36	6002 6003	VIVDS SET-UP SYSTEM	1	EA		$ -
37	6002 6004	VIVDS CENTRAL CONTROL	1	EA		$ -
38	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,151	LF		$ -
39	6027 6003	CONDUIT (PREPARE)	1,070	LF		$ -
40	6027 6008	GROUND BOX (PREPARE)	4	EA		$ -
41	6057 6001	RADAR ADVANCE DETECTION DEVICES (RADD)	4	EA		$ -
42	6058 6001	BATTERY BACK-UP SYSTEM FOR SIGNAL CABINETS	1	EA		$ -

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.

43	999-WC01	FORCE ACCOUNT	5000	DOL	$ 1.00	$ 5,000.00

TOTAL AMOUNT OF BID

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1804-222 NEENAH AVE AT PEARSON RANCH RD TRAFFIC SIGNAL **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
						$ 5,000.00

_____ **Dollars and** _____ **Cents**

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number.

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

NEENAH AVENUE AND PEARSON RANCH ROAD TRAFFIC SIGNAL

Williamson County is seeking qualified contractors to construct a new traffic signal. Estimated time of completion is 150 calendar days to substantial completion, and 30 calendar days to final completion, with an estimated cost of $250,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on WEDNESDAY, May 16, 2018 at 3:30 PM.

Bids must be received on or before WEDNESDAY, May 16, 2018 at 3:30 PM.

Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.

No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync.

The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.

There will be a Non-Mandatory Pre-Bid Conference on WEDNESDAY, May 2, 2018 at 3:30 PM at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.

BID BOND REQUIRED
A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.

Bidder shall use per unit pricing. Payments will be made by check.

The designated Purchasing Agent for this Bid is Kerstin Hancock, Senior Purchasing Specialist, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-3553.

This notice is issued by order of the Williamson County Commissioners' Court on April 24, 2018; Dan A. Gattis, County Judge.

WILLIAMSON COUNTY PURCHASING DEPARTMENT
901 S. AUSTIN AVE.
GEORGETOWN, TX 78626

http://www.wilco.org/Departments/Purchasing

SOLICITATION WORKSHEET
Revised 1/2018

1. **Statement of Work**

2. **Specifications Submitted in Word Format (Attach as a Separate File)**

3. **Construction / Public Works Contract**

   a. **Name of Engineer or A/W Firm**

   b. **Substantial Completion in Days**

   c. **Final Completion in Days**

   d. **Liquidated Damages (Per Day) $**

4. **Contract Administrator**

5. **Bonds Recommended by Contract Administrator (Check Those That Apply & Provide Limits & Details Need)**

   ☐ **Performance Bond**

   ☐ **Payment Bond**

   ☐ **Warranty Bond (Check One)** ☐ **1 Year** ☐ **2 Year**

   ☐ **Bid Bond (5% of Bid Amount)**

6. **Weighted Evaluation Criteria Submitted in Word Format (Attach as a Separate File)**

7. **Evaluation Committee Members (Include Name, Department, Phone, & Email) (Attach as a Separate File)**

8. **Funding Source** _____ **Was this budgeted** ☐ **Yes** ☐ **No**

BidSync Entry Information

Bid Type

☐ Quick Quote ☐ RFI ☐ IFB ☐ RFP ☐ RFQ ☐ RFCSP (TGC 2269)

Construction Project

☐ Yes ☐ No

Department	Budgeted Amount

Bid Title

Bid Comments

Bid Duration (This is the Date That the Submittals Are Due) (Coordinate with Purchasing)

Bid Question & Answer Duration (Coordinate with Purchasing)

Pre-Bid/Pre-Proposal Conference (Coordinate with Purchasing)

☐ Optional Attendance

☐ Mandatory Attendance (Must Be Pre-Approved by Purchasing)

Location	Date	Time

Contract Duration

☐ Specified Time Frame ☐ One Time Purchase

Contract Renewal Options

Estimated Amount (Construction / Public Works Only)

Department Head Approval _____

IT Department Approval (If Required) _____

Question and Answers for Bid #1804-222 - Neenah Avenue at Pearson Ranch Road Traffic Signal

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **36.**

Meeting Date: 04/24/2018

Champion Park Picnic Area Shade and Post Removal and Installation 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 Champion Park Shade and Post Removal and Installation Service Contract between USA Shade & Fabric Structures and Williamson County in the amount of $20,479.00, pursuant to Buy Board contract # 512-16, and authorizing the execution of the agreement.

Background

This service is for the Williamson County Champion Park picnic area shade and post removal and installation. The services provided include the disposal of existing fabric, removal of 2 posts, installation of 2 new posts and installation of new fabric. The department point of contact is Terry Roberts. This expenditure will be charged to 01.0100.0510.005300. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal and Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:43 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Melissa Gurka		Started On: 04/18/2018 01:56 PM
Final Approval Date: 04/19/2018		

USASHADE
& Fabric Structures®

Champion Park

4/16/2018

Proposal Prepared For:

Williamson County

219 Perry Mayfield

Leander , Texas 78641

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

USASHADE & Fabric Structures

Date: 4/16/2018

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Williamson County	Contact:	Terry Roberts	Sales Rep:	Dion Botha
Project Name:	Champion Park	Phone:	512-943-1926	Phone:	(512) 608-8364
Quote No:	DWB2192018REV1	Email:	troberts@wilco.org	Email:	dbotha@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Williamson County		JOB SITE		Champion Park	
219 Perry Mayfield		3830 Brushy Creek Road		3830 Brushy Creek Road	
Leander		Cedar Park		Cedar Park	
Texas		Texas		Texas	
78641		78613		78613	
Contact:	Terry Roberts	Contact:	Terry Roberts	Contact:	Terry Roberts
Phone	512-943-1926	Phone	512-943-1926	Phone	512-943-1926
Fax:		Fax:		Fax:	
Email:	troberts@wilco.org	Email:	troberts@wilco.org	Email:	troberts@wilco.org

CORPORATE ADDRESS:
8505 Chancellor Row
Dallas, TX 75247-5519

REMITTANCE ADDRESS:
P.O. Box 204691
Dallas, TX 75230-4691

SOUTHERN CALIFORNIA:
1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:
927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:
2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:
6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

USASHADE & Fabric Structures.

Structure Pricing

New Fabric Top for Picnic Area

UNIT IMAGE

PRICE

$3,175.00

UNIT DETAILS

Unit Quantity:	1	Foundations By	N/A
Unit Type:	New Fabric Tops	Grout Installation	N/A
Structure Size:	various sizes	Base Attachment:	N/A
Entry Height:	8'/12'	Footing Type:	N/A
No of Columns:	N/A	Anchor Bolts:	N/A
No of Fabric Tops:	1	Concrete Cutting:	N/A
Fabric Type:	Shadesure	Dirt Removal:	N/A
Fabric Color:	Arizona	Surface Type:	N/A
Steel Finish:	N/A	**NOTES**	
Steel Color:	N/A	**As per Buyboard 512-16** New Fabric top including disposal of the existing fabric and installation of the new fabric.Addendum A is incorporated in the proposal .	
Electrical Provisions:	N/A		
Cable/HDW Finish:	Galvanized		
Concept No:	N/A		

Replace 2 columns and New Fabric

UNIT IMAGE

PRICE

$17,304.00

UNIT DETAILS

Unit Quantity:	1	Foundations By	N/A
Unit Type:	418_4_Point_Hypar_Sail	Grout Installation	N/A
Structure Size:	35'x40'	Base Attachment:	N/A
Entry Height:	12'/15'	Footing Type:	N/A
No of Columns:	2	Anchor Bolts:	N/A
No of Fabric Tops:	1	Concrete Cutting:	N/A
Fabric Type:	Shadesure	Dirt Removal:	N/A
Fabric Color:	Arizona	Surface Type:	N/A
Steel Finish:	Powder Coated	**NOTES**	
Steel Color:	Beige	Remove 2 existing 8' posts and install 2 new 15' posts including new fabric top and disposal of steel.Addendum A is incorporated in the proposal .	
Electrical Provisions:	N/A		
Cable/HDW Finish:	Galvanized		
Concept No:	N/A		

USASHADE & Fabric Structures

ADDITIONAL COSTS			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICINGTOTALS:	
Unit Total	Included
Accessories/Miscellaneous	
Shipping/Handling	Included
SUBTOTAL	
Sales Tax (%)	Excluded
Installation	Included
TOTAL PRICE	$20,479.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	
NOTES:	
Addendum A is incorporated in the proposal	

ENGINEERING REQUIREMENTS		NOTES
Building Code	N/A	
Wind Load	N/A	
Snow Load	N/A	
Drawing Size	N/A	
No. of Sealed Drawings	N/A	
Calculations Required	N/A	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
☐	☑	Sealed Drawings & Calculations	☐	☑	Prevailing Wage / Certified Payroll
☐	☑	Permit Submittal	☐	☑	Union Wages
☐	☑	Permit Fee	☐	☑	Fencing
☐	☑	DSA Submittal	☐	☑	Curb Repair
☐	☑	DSA Fee	☐	☑	Landscape Repair
☐	☑	Foundation Design & Engineering	☐	☑	Demolition (Existing Structures)
☐	☑	Special Inspection Fees	☐	☑	Payment and Performance Bonds

Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.

5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.

6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

8) Barricades and public security requirements are not included.

9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly 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 part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.

- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING $100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:	**SELLER:**
Williamson County	**USA SHADE & Fabric Structures**
Signature:	Signature: *Dion Botha*
By: (Print)	By: Dion Botha
Title:	Title: Senior Regional Manager
Date:	Date: 04-16-18

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

ADDENDUM A- Proposal DWB2192018REV 1 04-16-2018

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

- 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.

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

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

Right to Audit: Company 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 Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that licensee shall have access during normal working hours to all necessary Company 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 Company reasonable advance notice of intended audits.

Commissioners Court - Regular Session **37.**

Meeting Date: 04/24/2018

Award of Invitation for Bid #1802-217 CR200 at Bold Sundown

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1802-217 CR 200 at Bold Sundown Construction to the lowest responsive bidder, Cox Commercial Construction.

Background

8 bids were received, 59 Suppliers viewed the solicitation. The Contractor's low base bid is $88,699.97 below the Engineer's Estimate, a cost saving of 19.4%. The bidding was competitive with the lowest two bidders being within 1% of each other. In addition to meeting the bid qualifications subject to being low bidder, Cox Commercial Construction has successfully completed the Bill Pickett Trail, a Williamson County project and is currently working on RM 620 Ph 2. Based on the quality of past work, HNTB concurs with the recommendation of the Design Engineer, O'Brien Engineering, for award of the CR 200 at Bold Sundown construction contract to Cox Commercial Construction in the amount of $368,861.80. The Point of Contact for this Bid is HNTB and Road Bond Funds will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:39 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Johnny Grimaldo		Started On: 04/18/2018 02:16 PM
Final Approval Date: 04/19/2018		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

April 17, 2018

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 200 at Bold Sundown
Williamson County Project No. 1802-217
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Cox Commercial Construction) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Cox Commercial Construction	$368,861.88
2.	Pro Dirt Services	$369,857.93
3.	MA Smith Contracting	$429,199.80
4.	Austin Engineering	$434,778.00
5.	Patin Construction	$454,825.75
6.	JL Gray Construction	$472,980.75
7.	Joe Bland Construction	$494,467.30
8.	Aaron Concrete Construction	$511,329.95

The Contractor's low base bid is $88,699.97 below the Engineer's Estimate, a cost saving of 19.4%. The bidding was competitive with the lowest two bidders being within 1% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Cox Commercial Construction has successfully completed the Bill Pickett Trail, a Williamson County project and is currently working on RM 620 Ph 2. Based on the quality of past work, we concur with the recommendation of the Design Engineer, O'Brien Engineering, for award of the CR 200 at Bold Sundown construction contract to Cox Commercial Construction in the amount of $368,861.80.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Cox Commercial Construction	$368,861.80	1	($88,699.97)	-19.4%	-	-
Pro Dirt Services	$369,857.93	2	($87,703.84)	-19.2%	$ 996.13	0.3%
MA Smith Contracting	$429,199.80	3	($28,361.97)	-6.2%	$ 60,338.00	16.4%
Austin Engineering	$434,778.00	4	($22,783.77)	-5.0%	$ 65,916.20	17.9%
Patin Construction	$454,825.75	5	$ (2,736.02)	-0.6%	$ 85,963.95	23.3%
JL Gray Construction	$472,980.75	6	$ 15,418.98	3.4%	$ 104,118.95	28.2%
Joe Bland Construction	$494,467.30	7	$ 36,905.53	8.1%	$ 125,605.50	34.1%
Aaron Concrete Construction	$511,329.95	8	$ 53,768.18	11.8%	$ 142,468.15	38.6%

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cox Commercial Construction		Pro Dirt Services	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	9.3	STA	$ 1,000.00	$ 9,300.00	2,800.00	$ 26,040.00	$ 1,500.00	$ 13,950.00
2	110-6001	EXCAVATION (RDWY)	2644	CY	$ 15.00	$ 39,660.00	20.00	$ 52,880.00	$ 13.00	$ 34,372.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	388	CY	$ 15.00	$ 5,820.00	15.00	$ 5,820.00	$ 15.00	$ 5,820.00
4	160-WC02	FURNISHIING & PLACING TOPSOIL (4")	4651	SY	$ 3.50	$ 16,278.50	1.60	$ 7,441.60	$ 4.75	$ 22,092.25
5	161-WC001	EROSION CONTROL COMPOST (3")	1163	SY	$ 3.50	$ 4,070.50	6.50	$ 7,559.50	$ 2.15	$ 2,500.45
6	162-WC103	MULCH TOPDRESSING (5")	1163	SY	$ 3.50	$ 4,070.50	9.00	$ 10,467.00	$ 3.50	$ 4,070.50
7	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	2326	SY	$ 0.50	$ 1,163.00	0.40	$ 930.40	$ 0.18	$ 418.68
8	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	4651	SY	$ 0.70	$ 3,255.70	0.40	$ 1,860.40	$ 0.25	$ 1,162.75
9	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10	2326	SY	$ 0.40	$ 930.40	0.20	$ 465.20	$ 0.13	$ 302.38
10	166-6002	FERTILIZER	0.3	TON	$ 900.00	$ 270.00	850.00	$ 255.00	$ 1,475.00	$ 442.50
11	168-WC01	VEGETATIVE WATERING	160	MG	$ 50.00	$ 8,000.00	20.00	$ 3,200.00	$ 12.00	$ 1,920.00
12	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	2180	SY	$ 2.00	$ 4,360.00	1.60	$ 3,488.00	$ 1.35	$ 2,943.00
13	247-6044	FL BS (CMP IN PLC)(TY A)(GR 4)	1059	CY	$ 45.00	$ 47,655.00	45.00	$ 47,655.00	$ 33.00	$ 34,947.00
14	310-6001	PRIME COAT (MULTIOPTION)	636	GAL	$ 5.50	$ 3,498.00	4.50	$ 2,862.00	$ 4.00	$ 2,544.00
15	316-6193	AGGR (TY-D GR-5 SAC-B)	42	CY	$ 180.00	$ 7,560.00	140.00	$ 5,880.00	$ 325.00	$ 13,650.00
16	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	2014	GAL	$ 3.20	$ 6,444.80	4.00	$ 8,056.00	$ 8.00	$ 16,112.00
17	340-6011	D-GR HMA TY-B PG64-22	547	TON	$ 125.00	$ 68,375.00	75.00	$ 41,025.00	$ 94.00	$ 51,418.00
18	340-6120	D-GR HMA TY-D SAC-B PG70-22	579	TON	$ 185.00	$ 107,115.00	90.00	$ 52,110.00	$ 97.00	$ 56,163.00
19	340-6246	D-GR HMA TY-D PG64-22(LEVEL-UP)	100	TON	$ 130.00	$ 13,000.00	110.00	$ 11,000.00	$ 185.00	$ 18,500.00
20	464-6005	RC PIPE (CL III) (24IN)	30	LF	$ 80.00	$ 2,400.00	85.00	$ 2,550.00	$ 42.00	$ 1,260.00
21	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	4	EA	$ 1,200.00	$ 4,800.00	1,200.00	$ 4,800.00	$ 2,000.00	$ 8,000.00
22	500-6001	MOBILIZATION	1	EA	$ 33,152.72	$ 33,152.72	30,000.00	$ 30,000.00	$ 8,500.00	$ 8,500.00
23	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	$ 4,500.00	$ 13,500.00	1,000.00	$ 3,000.00	$ 7,500.00	$ 22,500.00
24	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	45	LF	$ 32.00	$ 1,440.00	24.00	$ 1,080.00	$ 22.00	$ 990.00
25	506-6011	ROCK FILTER DAMS(REMOVE)	45	LF	$ 15.00	$ 675.00	6.00	$ 270.00	$ 7.00	$ 315.00
26	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	224	SY	$ 20.00	$ 4,480.00	15.00	$ 3,360.00	$ 6.00	$ 1,344.00
27	506-6024	CONSTRUCTION EXITS (REMOVE)	224	SY	$ 10.00	$ 2,240.00	6.00	$ 1,344.00	$ 3.00	$ 672.00
28	506-6040	BIODEG EROSN CONT LOGS(INSTL)(8")	365	LF	$ 3.50	$ 1,277.50	3.50	$ 1,277.50	$ 0.50	$ 182.50
29	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	365	LF	$ 0.60	$ 219.00	0.50	$ 182.50	$ 18.00	$ 6,570.00
30	530-6005	DRIVEWAYS (ACP)	51	SY	$ 100.00	$ 5,100.00	40.00	$ 2,040.00	$ 20.00	$ 1,020.00
31	540-6001	MTL W-BEAM GD FEN(TIM POST)	287.5	LF	$ 25.00	$ 7,187.50	21.00	$ 6,037.50	$ 18.00	$ 5,175.00
32	542-6001	REMOVE METAL BEAM GUARD FENCE	117	LF	$ 2.25	$ 263.25	2.00	$ 234.00	$ 1.00	$ 117.00
33	542-6002	REMOVE TERMINAL ANCHOR SECTION	1	EA	$ 200.00	$ 200.00	125.00	$ 125.00	$ 150.00	$ 150.00
34	544-6001	GUARDRAIL END TREATMENT(INSTALL)	2	EA	$ 2,500.00	$ 5,000.00	2,500.00	$ 5,000.00	$ 2,250.00	$ 4,500.00
35	544-6003	GUARDRAIL END TREATMENT(REMOVE)	1	EA	$ 500.00	$ 500.00	200.00	$ 200.00	$ 225.00	$ 225.00
36	644-6001	INS SM RD SN SUP & AM TY 10BWG(1)SA(P)	1	EA	$ 750.00	$ 750.00	450.00	$ 450.00	$ 750.00	$ 750.00
37	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	3	EA	$ 850.00	$ 2,550.00	350.00	$ 1,050.00	$ 750.00	$ 2,250.00
38	644-6076	REMOVE SM RD SN SUP & AM	3	EA	$ 250.00	$ 750.00	25.00	$ 75.00	$ 750.00	$ 2,250.00
39	658-6062	INSTL DEL ASSM(D-SW)SZ 1(BRF)GF 2(BI)	6	EA	$ 40.00	$ 240.00	25.00	$ 150.00	$ 30.00	$ 180.00
40	662-6109	WK ZN PAV MRK SHT TERM(TAB)TY W	64	EA	$ 3.00	$ 192.00	1.00	$ 64.00	$ 3.00	$ 192.00
41	662-6110	WK ZN PAV MRK SHT TERM(TAB)TY Y	93	EA	$ 3.00	$ 279.00	1.00	$ 93.00	$ 3.00	$ 279.00

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cox Commercial Construction		Pro Dirt Services	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	666-6003	REFL PAV MRK TY I(W)4"(SLD)(100 MIL)	2359	LF	$ 0.80	$ 1,887.20	0.60	$ 1,415.40	$ 0.88	$ 2,075.92
43	666-6036	REFL PAV MRK TY I(W)8"(SLD)(100 MIL)	234	LF	$ 2.00	$ 468.00	1.20	$ 280.80	$ 1.50	$ 351.00
44	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	140	LF	$ 3.00	$ 420.00	2.50	$ 350.00	$ 5.30	$ 742.00
45	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	391	LF	$ 6.20	$ 2,424.20	5.00	$ 1,955.00	$ 7.00	$ 2,737.00
46	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	2	EA	$ 225.00	$ 450.00	110.00	$ 220.00	$ 90.00	$ 180.00
47	666-6096	REFL PAV MRK TY I(W)(WORD)(100 MIL)	2	EA	$ 225.00	$ 450.00	125.00	$ 250.00	$ 105.00	$ 210.00
48	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	2275	LF	$ 0.80	$ 1,820.00	0.60	$ 1,365.00	$ 0.88	$ 2,002.00
49	672-6007	REFL PAV MRKR TY I-C	12	EA	$ 10.00	$ 120.00	4.00	$ 48.00	$ 5.00	$ 60.00
50	672-6009	REFL PAV MRKR TY II-A-A	150	EA	$ 10.00	$ 1,500.00	4.00	$ 600.00	$ 5.00	$ 750.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

51	999-WC01	FORCE ACCOUNT	10,000	DOL	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 457,561.77**		**$ 368,861.80**		**$ 369,857.93**
		ACTUAL BID PROPOSAL				$457,561.77		$368,861.80		$369,857.93
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00
		Bid Bond					Y		Y	
		Bid Affidavit					Y		Y	
		Conflict of Interest Questionnaire					Y		Y	
		Bidder References (Minimum of Three)					Y		Y	

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	MA Smith Contracting		Austin Engineering		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	9.3	STA	$ 3,000.00	$ 27,900.00	$ 2,200.00	$ 20,460.00	$ 2,700.00	$ 25,110.00
2	110-6001	EXCAVATION (RDWY)	2644	CY	$ 25.00	$ 66,100.00	$ 12.00	$ 31,728.00	$ 18.00	$ 47,592.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	388	CY	$ 15.00	$ 5,820.00	$ 6.00	$ 2,328.00	$ 25.00	$ 9,700.00
4	160-WC02	FURNISHIING & PLACING TOPSOIL (4")	4651	SY	$ 2.50	$ 11,627.50	$ 6.00	$ 27,906.00	$ 2.00	$ 9,302.00
5	161-WC001	EROSION CONTROL COMPOST (3")	1163	SY	$ 2.50	$ 2,907.50	$ 10.00	$ 11,630.00	$ 8.00	$ 9,304.00
6	162-WC103	MULCH TOPDRESSING (5")	1163	SY	$ 4.00	$ 4,652.00	$ 15.00	$ 17,445.00	$ 8.00	$ 9,304.00
7	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	2326	SY	$ 0.21	$ 488.46	$ 1.00	$ 2,326.00	$ 1.50	$ 3,489.00
8	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	4651	SY	$ 0.29	$ 1,348.79	$ 1.00	$ 4,651.00	$ 0.90	$ 4,185.90
9	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10	2326	SY	$ 0.15	$ 348.90	$ 1.00	$ 2,326.00	$ 1.50	$ 3,489.00
10	166-6002	FERTILIZER	0.3	TON	$ 2,000.00	$ 600.00	$ 860.00	$ 258.00	$ 5,000.00	$ 1,500.00
11	168-WC01	VEGETATIVE WATERING	160	MG	$ 20.00	$ 3,200.00	$ 37.50	$ 6,000.00	$ 10.00	$ 1,600.00
12	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	2180	SY	$ 1.50	$ 3,270.00	$ 1.80	$ 3,924.00	$ 2.00	$ 4,360.00
13	247-6044	FL BS (CMP IN PLC)(TY A)(GR 4)	1059	CY	$ 60.00	$ 63,540.00	$ 30.00	$ 31,770.00	$ 38.00	$ 40,242.00
14	310-6001	PRIME COAT (MULTIOPTION)	636	GAL	$ 5.00	$ 3,180.00	$ 4.70	$ 2,989.20	$ 6.40	$ 4,070.40
15	316-6193	AGGR (TY-D GR-5 SAC-B)	42	CY	$ 150.00	$ 6,300.00	$ 382.00	$ 16,044.00	$ 202.50	$ 8,505.00
16	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	2014	GAL	$ 4.50	$ 9,063.00	$ 9.45	$ 19,032.30	$ 5.85	$ 11,781.90
17	340-6011	D-GR HMA TY-B PG64-22	547	TON	$ 85.00	$ 46,495.00	$ 110.00	$ 60,170.00	$ 112.50	$ 61,537.50
18	340-6120	D-GR HMA TY-D SAC-B PG70-22	579	TON	$ 100.00	$ 57,900.00	$ 114.00	$ 66,006.00	$ 130.50	$ 75,559.50
19	340-6246	D-GR HMA TY-D PG64-22(LEVEL-UP)	100	TON	$ 125.00	$ 12,500.00	$ 218.00	$ 21,800.00	$ 165.00	$ 16,500.00
20	464-6005	RC PIPE (CL III) (24IN)	30	LF	$ 85.00	$ 2,550.00	$ 110.00	$ 3,300.00	$ 150.00	$ 4,500.00
21	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	4	EA	$ 2,000.00	$ 8,000.00	$ 2,750.00	$ 11,000.00	$ 3,500.00	$ 14,000.00
22	500-6001	MOBILIZATION	1	EA	$ 39,000.00	$ 39,000.00	$ 15,000.00	$ 15,000.00	$ 22,000.00	$ 22,000.00
23	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	$ 3,000.00	$ 9,000.00	$ 2,400.00	$ 7,200.00	$ 1,500.00	$ 4,500.00
24	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	45	LF	$ 25.00	$ 1,125.00	$ 22.00	$ 990.00	$ 125.00	$ 5,625.00
25	506-6011	ROCK FILTER DAMS(REMOVE)	45	LF	$ 8.00	$ 360.00	$ 30.00	$ 1,350.00	$ 65.00	$ 2,925.00
26	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	224	SY	$ 12.00	$ 2,688.00	$ 5.00	$ 1,120.00	$ 8.00	$ 1,792.00
27	506-6024	CONSTRUCTION EXITS (REMOVE)	224	SY	$ 7.00	$ 1,568.00	$ 5.00	$ 1,120.00	$ 4.00	$ 896.00
28	506-6040	BIODEG EROSN CONT LOGS(INSTL)(8")	365	LF	$ 3.50	$ 1,277.50	$ 4.50	$ 1,642.50	$ 9.40	$ 3,431.00
29	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	365	LF	$ 0.60	$ 219.00	$ 2.00	$ 730.00	$ 1.50	$ 547.50
30	530-6005	DRIVEWAYS (ACP)	51	SY	$ 55.00	$ 2,805.00	$ 24.00	$ 1,224.00	$ 25.50	$ 1,300.50
31	540-6001	MTL W-BEAM GD FEN(TIM POST)	287.5	LF	$ 21.00	$ 6,037.50	$ 25.75	$ 7,403.13	$ 22.30	$ 6,411.25
32	542-6001	REMOVE METAL BEAM GUARD FENCE	117	LF	$ 1.15	$ 134.55	$ 10.00	$ 1,170.00	$ 25.00	$ 2,925.00
33	542-6002	REMOVE TERMINAL ANCHOR SECTION	1	EA	$ 175.00	$ 175.00	$ 500.00	$ 500.00	$ 850.00	$ 850.00
34	544-6001	GUARDRAIL END TREATMENT(INSTALL)	2	EA	$ 2,700.00	$ 5,400.00	$ 2,460.00	$ 4,920.00	$ 2,500.00	$ 5,000.00
35	544-6003	GUARDRAIL END TREATMENT(REMOVE)	1	EA	$ 250.00	$ 250.00	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00
36	644-6001	INS SM RD SN SUP & AM TY 10BWG(1)SA(P)	1	EA	$ 525.00	$ 525.00	$ 660.00	$ 660.00	$ 800.00	$ 800.00
37	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	3	EA	$ 400.00	$ 1,200.00	$ 485.00	$ 1,455.00	$ 640.00	$ 1,920.00
38	644-6076	REMOVE SM RD SN SUP & AM	3	EA	$ 300.00	$ 900.00	$ 280.00	$ 840.00	$ 150.00	$ 450.00
39	658-6062	INSTL DEL ASSM(D-SW)SZ 1(BRF)GF 2(BI)	6	EA	$ 29.00	$ 174.00	$ 29.00	$ 174.00	$ 40.00	$ 240.00
40	662-6109	WK ZN PAV MRK SHT TERM(TAB)TY W	64	EA	$ 6.00	$ 384.00	$ 3.55	$ 227.20	$ 1.50	$ 96.00
41	662-6110	WK ZN PAV MRK SHT TERM(TAB)TY Y	93	EA	$ 6.00	$ 558.00	$ 3.55	$ 330.15	$ 1.50	$ 139.50

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	MA Smith Contracting		Austin Engineering		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	666-6003	REFL PAV MRK TY I(W)4"(SLD)(100 MIL)	2359	LF	$ 0.70	$ 1,651.30	$ 0.98	$ 2,311.82	$ 1.30	$ 3,066.70
43	666-6036	REFL PAV MRK TY I(W)8"(SLD)(100 MIL)	234	LF	$ 1.45	$ 339.30	$ 2.00	$ 468.00	$ 2.60	$ 608.40
44	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	140	LF	$ 3.00	$ 420.00	$ 2.60	$ 364.00	$ 3.40	$ 476.00
45	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	391	LF	$ 6.00	$ 2,346.00	$ 12.00	$ 4,692.00	$ 15.70	$ 6,138.70
46	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	2	EA	$ 125.00	$ 250.00	$ 200.00	$ 400.00	$ 262.50	$ 525.00
47	666-6096	REFL PAV MRK TY I(W)(WORD)(100 MIL)	2	EA	$ 150.00	$ 300.00	$ 285.00	$ 570.00	$ 375.00	$ 750.00
48	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	2275	LF	$ 0.70	$ 1,592.50	$ 0.98	$ 2,229.50	$ 1.30	$ 2,957.50
49	672-6007	REFL PAV MRKR TY I-C	12	EA	$ 4.50	$ 54.00	$ 8.60	$ 103.20	$ 11.25	$ 135.00
50	672-6009	REFL PAV MRKR TY II-A-A	150	EA	$ 4.50	$ 675.00	$ 8.60	$ 1,290.00	$ 11.25	$ 1,687.50

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

51	999-WC01	FORCE ACCOUNT	10,000	DOL	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$ 10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 429,199.80**		**$ 434,778.00**		**$ 454,825.75**
		ACTUAL BID PROPOSAL				$429,199.80		$434,778.00		$454,825.75
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00
		Bid Bond			Y		Y		Y	
		Bid Affidavit			Y		Y		Y	
		Conflict of Interest Questionnaire			Y		Y		Y	
		Bidder References (Minimum of Three)			Y		Y		Y	

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JL Gray Construction		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	9.3	STA	$ 1,815.00	$ 16,879.50	$ 3,200.00	$ 29,760.00	$ 2,100.00	$ 19,530.00
2	110-6001	EXCAVATION (RDWY)	2644	CY	$ 12.00	$ 31,728.00	$ 38.00	$ 100,472.00	$ 40.00	$ 105,760.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	388	CY	$ 3.00	$ 1,164.00	$ 29.00	$ 11,252.00	$ 40.00	$ 15,520.00
4	160-WC02	FURNISHIING & PLACING TOPSOIL (4")	4651	SY	$ 1.50	$ 6,976.50	$ 3.75	$ 17,441.25	$ 4.00	$ 18,604.00
5	161-WC001	EROSION CONTROL COMPOST (3")	1163	SY	$ 2.50	$ 2,907.50	$ 2.20	$ 2,558.60	$ 2.50	$ 2,907.50
6	162-WC103	MULCH TOPDRESSING (5")	1163	SY	$ 4.00	$ 4,652.00	$ 3.50	$ 4,070.50	$ 4.50	$ 5,233.50
7	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	2326	SY	$ 0.20	$ 465.20	$ 0.20	$ 465.20	$ 0.50	$ 1,163.00
8	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	4651	SY	$ 0.30	$ 1,395.30	$ 0.25	$ 1,162.75	$ 0.50	$ 2,325.50
9	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10	2326	SY	$ 0.20	$ 465.20	$ 0.20	$ 465.20	$ 1.00	$ 2,326.00
10	166-6002	FERTILIZER	0.3	TON	$ 1,652.00	$ 495.60	$ 1,475.00	$ 442.50	$ 800.00	$ 240.00
11	168-WC01	VEGETATIVE WATERING	160	MG	$ 34.00	$ 5,440.00	$ 45.00	$ 7,200.00	$ 35.00	$ 5,600.00
12	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	2180	SY	$ 1.50	$ 3,270.00	$ 1.35	$ 2,943.00	$ 1.35	$ 2,943.00
13	247-6044	FL BS (CMP IN PLC)(TY A)(GR 4)	1059	CY	$ 97.50	$ 103,252.50	$ 45.00	$ 47,655.00	$ 65.00	$ 68,835.00
14	310-6001	PRIME COAT (MULTIOPTION)	636	GAL	$ 4.50	$ 2,862.00	$ 4.80	$ 3,052.80	$ 5.00	$ 3,180.00
15	316-6193	AGGR (TY-D GR-5 SAC-B)	42	CY	$ 364.00	$ 15,288.00	$ 295.00	$ 12,390.00	$ 350.00	$ 14,700.00
16	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	2014	GAL	$ 9.00	$ 18,126.00	$ 7.20	$ 14,500.80	$ 9.00	$ 18,126.00
17	340-6011	D-GR HMA TY-B PG64-22	547	TON	$ 105.00	$ 57,435.00	$ 88.00	$ 48,136.00	$ 101.00	$ 55,247.00
18	340-6120	D-GR HMA TY-D SAC-B PG70-22	579	TON	$ 108.50	$ 62,821.50	$ 103.00	$ 59,637.00	$ 105.00	$ 60,795.00
19	340-6246	D-GR HMA TY-D PG64-22(LEVEL-UP)	100	TON	$ 207.00	$ 20,700.00	$ 106.00	$ 10,600.00	$ 200.00	$ 20,000.00
20	464-6005	RC PIPE (CL III) (24IN)	30	LF	$ 244.00	$ 7,320.00	$ 93.00	$ 2,790.00	$ 150.00	$ 4,500.00
21	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	4	EA	$ 3,760.00	$ 15,040.00	$ 2,900.00	$ 11,600.00	$ 1,500.00	$ 6,000.00
22	500-6001	MOBILIZATION	1	EA	$ 40,000.00	$ 40,000.00	$ 49,433.00	$ 49,433.00	$ 25,000.00	$ 25,000.00
23	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	$ 2,510.00	$ 7,530.00	$ 5,000.00	$ 15,000.00	$ 2,500.00	$ 7,500.00
24	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	45	LF	$ 25.00	$ 1,125.00	$ 22.00	$ 990.00	$ 24.00	$ 1,080.00
25	506-6011	ROCK FILTER DAMS(REMOVE)	45	LF	$ 8.00	$ 360.00	$ 7.00	$ 315.00	$ 13.00	$ 585.00
26	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	224	SY	$ 11.00	$ 2,464.00	$ 10.00	$ 2,240.00	$ 13.00	$ 2,912.00
27	506-6024	CONSTRUCTION EXITS (REMOVE)	224	SY	$ 6.50	$ 1,456.00	$ 6.00	$ 1,344.00	$ 10.00	$ 2,240.00
28	506-6040	BIODEG EROSN CONT LOGS(INSTL)(8")	365	LF	$ 3.00	$ 1,095.00	$ 3.00	$ 1,095.00	$ 5.50	$ 2,007.50
29	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	365	LF	$ 0.50	$ 182.50	$ 0.50	$ 182.50	$ 1.10	$ 401.50
30	530-6005	DRIVEWAYS (ACP)	51	SY	$ 69.00	$ 3,519.00	$ 40.00	$ 2,040.00	$ 60.00	$ 3,060.00
31	540-6001	MTL W-BEAM GD FEN(TIM POST)	287.5	LF	$ 20.00	$ 5,750.00	$ 18.00	$ 5,175.00	$ 24.00	$ 6,900.00
32	542-6001	REMOVE METAL BEAM GUARD FENCE	117	LF	$ 1.10	$ 128.70	$ 1.00	$ 117.00	$ 5.50	$ 643.50
33	542-6002	REMOVE TERMINAL ANCHOR SECTION	1	EA	$ 170.00	$ 170.00	$ 150.00	$ 150.00	$ 176.00	$ 176.00
34	544-6001	GUARDRAIL END TREATMENT(INSTALL)	2	EA	$ 2,500.00	$ 5,000.00	$ 2,250.00	$ 4,500.00	$ 2,500.00	$ 5,000.00
35	544-6003	GUARDRAIL END TREATMENT(REMOVE)	1	EA	$ 250.00	$ 250.00	$ 225.00	$ 225.00	$ 270.00	$ 270.00
36	644-6001	INS SM RD SN SUP & AM TY 10BWG(1)SA(P)	1	EA	$ 850.00	$ 850.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00
37	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	3	EA	$ 850.00	$ 2,550.00	$ 350.00	$ 1,050.00	$ 375.00	$ 1,125.00
38	644-6076	REMOVE SM RD SN SUP & AM	3	EA	$ 120.00	$ 360.00	$ 700.00	$ 2,100.00	$ 160.00	$ 480.00
39	658-6062	INSTL DEL ASSM(D-SW)SZ 1(BRF)GF 2(BI)	6	EA	$ 120.00	$ 720.00	$ 25.00	$ 150.00	$ 30.00	$ 180.00
40	662-6109	WK ZN PAV MRK SHT TERM(TAB)TY W	64	EA	$ 2.25	$ 144.00	$ 21.00	$ 1,344.00	$ 1.70	$ 108.80
41	662-6110	WK ZN PAV MRK SHT TERM(TAB)TY Y	93	EA	$ 2.25	$ 209.25	$ 16.00	$ 1,488.00	$ 1.70	$ 158.10

Williamson County Road Bond Program
1802-217 CR 200 at Bold Sundown
HNTB Bid Tabulation
April 11, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JL Gray Construction		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	666-6003	REFL PAV MRK TY I(W)4"(SLD)(100 MIL)	2359	LF	$ 1.00	$ 2,359.00	$ 0.60	$ 1,415.40	$ 0.65	$ 1,533.35
43	666-6036	REFL PAV MRK TY I(W)8"(SLD)(100 MIL)	234	LF	$ 1.75	$ 409.50	$ 1.20	$ 280.80	$ 1.30	$ 304.20
44	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	140	LF	$ 6.00	$ 840.00	$ 2.50	$ 350.00	$ 3.00	$ 420.00
45	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	391	LF	$ 8.00	$ 3,128.00	$ 5.00	$ 1,955.00	$ 5.50	$ 2,150.50
46	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	2	EA	$ 100.00	$ 200.00	$ 110.00	$ 220.00	$ 120.00	$ 240.00
47	666-6096	REFL PAV MRK TY I(W)(WORD)(100 MIL)	2	EA	$ 125.00	$ 250.00	$ 125.00	$ 250.00	$ 135.00	$ 270.00
48	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	2275	LF	$ 1.00	$ 2,275.00	$ 0.60	$ 1,365.00	$ 0.80	$ 1,820.00
49	672-6007	REFL PAV MRKR TY I-C	12	EA	$ 6.00	$ 72.00	$ 4.00	$ 48.00	$ 4.50	$ 54.00
50	672-6009	REFL PAV MRKR TY II-A-A	150	EA	$ 6.00	$ 900.00	$ 4.00	$ 600.00	$ 4.50	$ 675.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT										
51	999-WC01	FORCE ACCOUNT	10,000	DOL	$1.00	$ 10,000.00	$1.00	$10,000.00	$1.00	$10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 472,980.75**		**$ 494,467.30**		**$ 511,329.95**
		ACTUAL BID PROPOSAL				$472,980.75		$494,467.30		$511,329.95
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00
		Bid Bond				Y		Y		Y
		Bid Affidavit				Y		Y		Y
		Conflict of Interest Questionnaire				Y		Y		Y
		Bidder References (Minimum of Three)				Y		Y		Y

O'BRIEN LLC
Engineering Services
TBPE Firm Reg. No. F-14060

April 13, 2018

Mr. Kris Keith, PE
HNTB Corporation
101 East Old Settlers Blvd., Suite 100
Round Rock, TX 78664

RE: Williamson County Road Bond Project
County Road 200 at Bold Sundown
Recommendation of Construction Contract Award

Dear Mr. Keith:

The above project was bid by Williamson County on April 11, 2018. Eight (8) bids were received with one (1) being incomplete. The attached bid tabulation depicts the results and confirms the amounts shown on each bid.

In review of the bids we find no bids that seem unbalanced or out of the ordinary from the other bidders. Bids appear in line with the Engineer's Estimate.

All bids, except one was found to be in conformance. The bid from Aaron Concrete was found incomplete without a written description of the total bid amount on the last page of the bid form.

The apparent low bidder was Cox Commercial Construction with a bid amount of:

- Bid Amount: $ 368,861.80

Based upon this review, O'Brien Engineering Services, LLC recommends Williamson County accept the low bid of Cox Commercial Construction in the amount shown above.

We appreciate the opportunity to be of service to you and Williamson County on this project. Please feel free to contact us should you have questions or comments.

Sincerely,
O'Brien Engineering Services, LLC

J. Kent O'Brien, PE
COO & Director of Engineering

Attachments

Z:\Clients\Wilco\CR 200\WA 4\Bid Phase\2b\20180414-CR200-atBoldSundownBidAnalysis&AwardRecommendation.docx

512-383-5360
515 Explorer, Austin, TX 78734
info@obrienengineeringservices.com
www.obrienengineeringservices.com

Commissioners Court - Regular Session **38.**

Meeting Date: 04/24/2018

Awarding RFCSP 1802-215 Additional Facilities @ SWWCRP

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 RFCSP # 1802-215 Additional Facilities at Southwest Williamson County Regional Park to the best overall respondent Falkenberg Construction Co. and authorizing execution of the agreement.

Background

Purchasing solicited competitive sealed proposals for additional facilities at SWWCRP. The solicitation went to a large number of vendors, 76 viewed the proposal and 3 vendors responded. After an initial evaluation, 1 vendor was determined to be non-responsive. The 2 remaining proposals were evaluated by the Evaluation Committee and Falkenberg Construction was the highest scoring vendor. The total contract amount is $889,847.00. Funding source is P320.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Evaluation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:41 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Thomas Skiles		Started On: 04/18/2018 02:30 PM
Final Approval Date: 04/19/2018		

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**:	Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626
and **Contractor**	Falkenberg Construction Co. 205 Cheatham St. Suite 2 San Marcos, TX 78666
for the **Project**:	Additional Facilities at Southwest Williamson County Regional Park
Architect:	MODE Design Company 1102 S. Austin Ave, Suite 103 Georgetown, TX 78626

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Falkenberg Construction Co (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Additional Facilities at Southwest Williamson County Regional Park (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within one hundred fifty-three (153) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$839,847.00**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$50,000.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar 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 Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

John E. Castro, Falkenberg Construction Co
205 Cheatham St. Suite 2
San Marcos, TX 78666

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Bob Lubecker, Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1625

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

John E. Castro, Falkenberg Construction Co
205 Cheatham St. Suite 2
San Marcos, TX 78666
Phone (512) 466-9695
Fax (512) 392-2874

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project.

This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY Williamson County, Texas,	Falkenberg Construction Co.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____ ____, 20____	Date: _____ ____, 20____

EXHIBIT 1

Minimum Insurance Coverages
and
Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

    (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
    (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

    (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
    (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
    (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EVALUATION - Additional Facilities at SWWCRP
RFCSP 1802-215

Evaluation Criteria	Maximum Score Points		J2 General LLC		The Barr Company		Falkenberg Construction	
Proposed Personnel	20		Non-Responsive		9		19	
Experience & Reputation	20		Non-Responsive		5		18	
Office Location *20 Points for Office Location in Williamson County or Adjacent County, 10 Points for Office Location Outside of the Acceptable Radius, 1 Point for Office Location Outside of Texas*	20		Non-Responsive		20		10	
Price *40 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount /Respondent No. X's Price Proposal Amount)*	40		Non-Responsive		40		36	
TOTAL	**100**	**0**	**0**	**0**	**74**	**0**	**83**	**0**

Commissioners Court - Regular Session **39.**

Meeting Date: 04/24/2018

Cisco Phone System Maintenance Renewal 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 Cisco Phone Maintenance Renewal Contract between Presidio Networked Solutions Group LLC and Williamson County for one (1) year, in the amount of $87,883.66, pursuant to DIR Contract # DIR-TSO-2542, and authorizing the execution of the agreement.

Background

This service is for the renewal of the Cisco phone system maintenance contract for the period of one (1) year. The department point of contact is Richard Semple. This expenditure will be charged to 01.0100.0503.004500. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DIR Appendix A

Quote

Quote Back Up

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 09:44 AM
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:01 AM
Form Started By: Melissa Gurka		Started On: 04/18/2018 02:39 PM
Final Approval Date: 04/19/2018		

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 3
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 4
   H. Proof of Financial Stability 4

5. Intellectual Property Matters 4

   A. Definitions 4
   B. Ownership. 5
   C. Further Actions. 6
   D. Waiver of Moral Rights. 6
   E. Confidentiality. 6
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 7
   H. Vendor License to Use. 7
   I. Third-Party Underlying and Derivative Works. 7
   J. Agreement with Subcontracts. 7
   K. License to Customer. 8
   L. Vendor Development Rights 8

6. Product Terms and Conditions 8

   A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 8
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 8

7. Contract Fulfillment and Promotion 9

   A. Service, Sales and Support of the Contract 9
   B. Use of Order Fulfillers 9

1) Designation of Order Fulfillers 9
2) Changes in Order Fulfiller List 10
3) Order Fulfiller Pricing to Customer 10
C. Product Warranty and Return Policies 10
D. Customer Site Preparation 10
E. Internet Access to Contract and Pricing Information 10
1) Vendor Webpage 10
2) Accurate and Timely Contract Information 11
3) Webpage Compliance Checks 11
4) Webpage Changes 11
5) Use of Access Data Prohibited 11
6) Responsibility for Content 11
F. DIR Logo 12
G. Vendor and Order Fulfiller Logo 12
H. Trade Show Participation 12
I. Orientation Meeting 12
J. Performance Review Meetings 12
K. DIR Cost Avoidance 12

8. Pricing, Purchase Orders, Invoices, and Payments 13

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 13
B. Customer Discount 13
C. Customer Price 13
D. Shipping and Handling Fees 13
E. Tax-Exempt 14
F. Travel Expense Reimbursement 14
G. Changes to Prices 14
H. Purchase Orders 14
I. Invoices 15
J. Payments 15

9. Contract Administration 15

A. Contract Managers 15
1) State Contract Manager 15
2) Vendor Contract Manager 15
B. Reporting and Administrative Fees 16
1) Reporting Responsibility 16
2) Detailed Monthly Report 16
3) Historically Underutilized Businesses Subcontract Reports 16
4) DIR Administrative Fee 16
5) Accurate and Timely Submission of Reports 17
C. Records and Audit 17
D. Contract Administration Notification 18

10. Vendor Responsibilities 19

A. Indemnification 19

1) INDEPENDENT CONTRACTOR 19
2) ACTS OR OMISSIONS 19
3) INFRINGEMENTS 19
4) PROPERTY DAMAGE 20
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 20
C. Vendor Certifications 21
D. Ability to Conduct Business in Texas 23
E. Equal Opportunity Compliance 23
F. Use of Subcontractors 23
G. Responsibility for Actions 23
H. Confidentiality 24
I. Security of Premises, Equipment, Data and Personnel 24
J. Background and/or Criminal History Investigation 24
K. Limitation of Liability 24
L. Overcharges 25
M. Prohibited Conduct 25
N. Required Insurance Coverage 25
O. Use of State Property 26
P. Immigration 26
Q. Public Disclosure 27
R. Product and/or Services Substitutions 27
S. Secure Erasure of Hard Disk Products and/or Services 27
T. Deceptive Trade Practices; Unfair Business Practices 27
U. Drug Free Workplace Policy 27
V. Accessiblity of Public Information 28
W. Vendor Reporting Requirements 28

11. Contract Enforcement 28

A. Enforcement of Contract and Dispute Resolution 28
B. Termination 28
1) Termination for Non-Appropriation 28
2) Absolute Right 29
3) Termination for Convenience 29
4) Termination for Cause 30
5) Immediate Termination or Suspension 30
6) Customer Rights Under Termination 30
7) Vendor or Order Fulfiller Rights Under Termination 31
C. Force Majeure 31

12. Notification 31

A. Notices 31
B. Handling of Written Complaints 31

13. Captions 31

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. State – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations;

and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this

Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is

the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the

criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the

Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular

Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii)

facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15^{th}) calendar day of the month following the month of the sale. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General

Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State

Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii)

DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a

manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX

LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit,*

or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain

an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change.

Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent,

trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to

determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free

work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessiblity of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

PRESIDIO
Go DIRect

QUOTE: 2003118801311-02

DATE: 03/30/2018

TO:
Williamson County
Richard Semple
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

FROM:
Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

BILL TO:
Williamson County

301 SE Inner Loop-Suite 105
Info Technology Srvs
Georgetown, TX 78626

SHIP TO:
Williamson County

301 SE Inner Loop
Suite 105
Georgetown, TX 78626

Customer#: WILLI035

Contract Vehicle: Texas DIR-TSO-2542 CISCO Branded Product and Related Services

Account Manager: Brett Marlier

Inside Sales Rep: Saraia Martin

Title: Williamson County Smartnet Renewal 2018 1yr

Comments: * If purchasing off of the Texas State Contract, please ensure the PO has the following information stated:

Texas State DIR-TSO-2542*

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	$104,623.40	$87,883.66	1 for 12 mo(s)	$104,623.40	$87,883.66
		Comments: ***Please see excel spreadsheet for itemized list***					

Total List Price:	**$104,623.40**
Sub Total:	**$87,883.66**
Grand Total:	**$87,883.66**

PRESIDIO
Go DIRect

QUOTE: 2003118801311-02
DATE: 03/30/2018

This quote is governed by Terms and Conditions of Texas DIR-TSO-2542 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-2542
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Quote #: 211018377
Quote Name: Williamson County

Notes:
Please validate ECMU service levels matches your current environment software version and user/device counts where applicable.

INSTANCE NUMBER	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	TARGET CONTRACT NUMBER	TARGET SERVICE LEVEL	BEGIN DATE(DD-MON-YYYY)	END DATE(DD-MON-YYYY)	INSTALL SITE ID	INSTALL SITE NAME	SITE ADDRESS LINE 1	SITE CITY	SITE STATE/PROVINCE	SITE POSTAL CODE	SITE COUNTRY	SERVICE SKU	PRO RATED LIST PRICE	CUSTOMER PRICE
1621392209		ISE-VM-K9=	Cisco Identity Services Engine Virtual Machine Image	2	95708021	ECMU	23-JAN-2018	28-MAR-2019	2001074394	WILLIAMSON COUNTY	710 S MAIN ST	GEORGETOWN	TX	78626	US	CON-ECMU-ISEVM	$ 2,822.68	$ 2,371.05
5111814200		LIC-CUCM-11X-ESS-A	UC Manager-11.x Essential User License	282	95708021	ECMU	28-APR-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-LCMESSA	$ 1,553.82	$ 1,305.21
5111814076		LIC-CUCM-11X-ENH-A	UC Manager-11.x Enhanced Single User License	20	95708021	ECMU	28-APR-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-LICXENHA	$ 605.80	$ 508.87
5111814371		LIC-UWL-STD-SLED-B	Services Mapping SKU, 1K-10K UWL STD users	1555	95708021	ECMU	28-APR-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-SLEDB	$ 71,358.95	$ 59,941.52
5111814401		CCX-10-N-P-LIC	CCX 10.0 PRE Seat Qty 1 LICENSE ONLY	25	95708021	ECMU	28-APR-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-CCX10NPL	$ 6,791.75	$ 5,705.07
5111814829		ER11-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	1566	95708021	ECMU	28-APR-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-ER11USR1	$ 2,881.44	$ 2,420.41
5111815047		CCX-11-A-P-LIC	CCX 11.0 PRE Seat Qty 1 ADDON LICENSE ONLY	25	95708021	ECMU	28-APR-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-CC11APLC	$ 7,342.50	$ 6,167.70
5111517635		C1F1PSR433SK9	Cisco ONE Foundation Perpetual License ISR 4331	1	95708021	ECMU	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-C1F433S	$ 283.18	$ 237.87
5111517965		C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	150	95708021	ECMU	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-C1CUBEES	$ 1,725.00	$ 1,449.00
5111517631		C1AUPISR433SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	95708021	ECMU	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-C1A433SS	$ 240.70	$ 202.19
5111517967		C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	150	95708021	ECMU	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-C1CUBEES	$ 1,725.00	$ 1,449.00
5111517633		C1AUPISR433SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	95708021	ECMU	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-C1A433SS	$ 240.70	$ 202.19
5111517637		C1F1PSR433SK9	Cisco ONE Foundation Perpetual License ISR 4331	1	95708021	ECMU	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-ECMU-C1F433SS	$ 283.18	$ 237.87
5073755763 FCW2045A3JY		WS-C2960X-48LPD-L	Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base	1	200392360	SNT	06-JAN-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-WSC48LPD	$ 540.07	$ 453.66
5073755764 FOC2045Y0UJ		WS-C2960X-48LPD-L	Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base	1	200392360	SNT	06-JAN-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-WSC48LPD	$ 540.07	$ 453.66
5113724306 FCH2114T0DD		VG202XM	Cisco VG202XM Analog Voice Gateway	1	200392360	SNT	05-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG202XM	$ 57.51	$ 48.31
5113724314 FCH2114T0DM		VG202XM	Cisco VG202XM Analog Voice Gateway	1	200392360	SNT	05-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG202XM	$ 57.51	$ 48.31
5114037164 FCH2115Z0SC		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037179 FCH2115Z0HA		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037184 FCH2115Z0W1		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037188 FCH2115Z0K7		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037194 FCH2115Z0HQ		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037198 FCH2115Z0RV		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037204 FCH2115Z0GE		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037208 FCH2115Z0CF		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037211 FCH2115Z0DS		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037215 FCH2115Z0FCE		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037219 FCH2115Z0G3		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037223 FCH2115Z0FPR		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037228 FCH2115Z0FBP		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037232 FCH2115Z0YU		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114037236 FCH2115Z0BK7		CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	1	200392360	SNT	07-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-CP8831K9	$ 50.02	$ 42.02
5114356725 FCH2116R0AS		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	08-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG204XM	$ 92.60	$ 77.78
5114356729 FCH2116R0AV		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	08-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG204XM	$ 92.60	$ 77.78
5114356733 FCH2114R09D		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	08-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG204XM	$ 92.60	$ 77.78
5114356741 FCH2116T09H		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	08-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG204XM	$ 92.60	$ 77.78
5114356743 FCH2116R0CH		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	08-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG204XM	$ 92.60	$ 77.78
5114356748 FCH2103S003		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	08-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG204XM	$ 92.60	$ 77.78
5115157627 FLM2118Y0RB		C1-CISCO4331K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	200392360	SNT	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-C14331K9	$ 233.62	$ 196.24
5115157629 FLM2118Y0RC		C1-CISCO4331K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	200392360	SNT	10-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-C14331K9	$ 233.62	$ 196.24
5115580702 FJC2119D01Y		VG350-144FXSK9	Cisco VG350 144 FXS Bundle	1	200392360	SNT	11-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-VG3504	$ 1,512.96	$ 1,270.88
5118971327 FCH2118V269		BE7M-M4-K9	Cisco Business Edition 7000M Svr (M4), Export Restricted SW	1	200392360	SNT	23-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-BE7MM4K9	$ 360.11	$ 302.49
5118971368 FCH2119V0RT		BE7M-M4-K9	Cisco Business Edition 7000M Svr (M4), Export Restricted SW	1	200392360	SNT	23-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-BE7MM4K9	$ 360.11	$ 302.49
5118971384 FCH2118V29H		BE7M-M4-K9	Cisco Business Edition 7000M Svr (M4), Export Restricted SW	1	200392360	SNT	23-MAY-2018	28-MAR-2019	40116225	WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	CON-SNT-BE7MM4K9	$ 360.11	$ 302.49
5128111634 FCH2121R02K		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	21-JUN-2018	28-MAR-2019	1008088555	WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626-8207	US	CON-SNT-VG204XM	$ 80.07	$ 67.26
5128111676 FCH2121R026		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	21-JUN-2018	28-MAR-2019	1008088555	WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626-8207	US	CON-SNT-VG204XM	$ 80.07	$ 67.26
5128111697 FCH2121R02S		VG204XM	Cisco VG204XM Analog Voice Gateway	1	200392360	SNT	21-JUN-2018	28-MAR-2019	1008088555	WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626-8207	US	CON-SNT-VG204XM	$ 80.07	$ 67.26
5134359763 FJC2127D0F0		VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	1	200392360	SNT	10-JUL-2018	28-MAR-2019	1008088555	WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626-8207	US	CON-SNT-VG310CV	$ 322.30	$ 270.73
5134359779 FJC2127D0F3		VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	1	200392360	SNT	10-JUL-2018	28-MAR-2019	1008088555	WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626-8207	US	CON-SNT-VG310CV	$ 322.30	$ 270.73
5134359792 FJC2127D0F4		VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	1	200392360	SNT	10-JUL-2018	28-MAR-2019	1008088555	WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626-8207	US	CON-SNT-VG310CV	$ 322.30	$ 270.73

Total: $ 104,623.40 $ 87,883.66
Diff Fee:

Commissioners Court - Regular Session **40.**

Meeting Date: 04/24/2018

Exemption for Larry Perez Signs

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Tex. Loc. Gov't Code §§ 262.024(4) & 262.024(7)(A) & 262.024(7)(D)., for the one time purchase of vehicle and office decals and wraps in the amount of $22,648.00.

Background

Larry Perez Signs & Graphix has created the wraps and decals for the Sheriff's Office in the past and this is a component purchase of previous works. It is Larry Perez Signs & Graphix original design and the Sheriffs' Office would like to stay consistent with the image. The funds used for this exemption are coming from the Sheriff's Office seized funds budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Perez 2

Perez 1

Perez 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/19/2018 12:01 PM
County Judge Exec Asst.	Wendy Coco	04/19/2018 12:41 PM
Form Started By: Jayme Jasso		Started On: 04/19/2018 11:33 AM
Final Approval Date: 04/19/2018		

Patrick Erickson

From: Accounting <accounting@larryperezsigns.com>
Sent: Friday, March 16, 2018 12:42 PM
To: Patrick Erickson
Subject: Williamson County Sheriff Department - Vehicle Graphics Pricing and Photo
Attachments: Williamson County Sheriff Dept New Vehicle Graphics.png

Good Afternoon,

Please see the pricing for the new Williamson County Sheriff's Department Vehicle Graphics.

(1) Removal of 2 Sides, Back, and Front Old Decals = $100 Each
(1) New Installation of 4 Sides with Hatch on Rear and Front Windshield = $650 Each
(1) Ghost or Stealth Graphics = $710 Each (Larry will throw in the roof # at no charge if it is non-reflective)

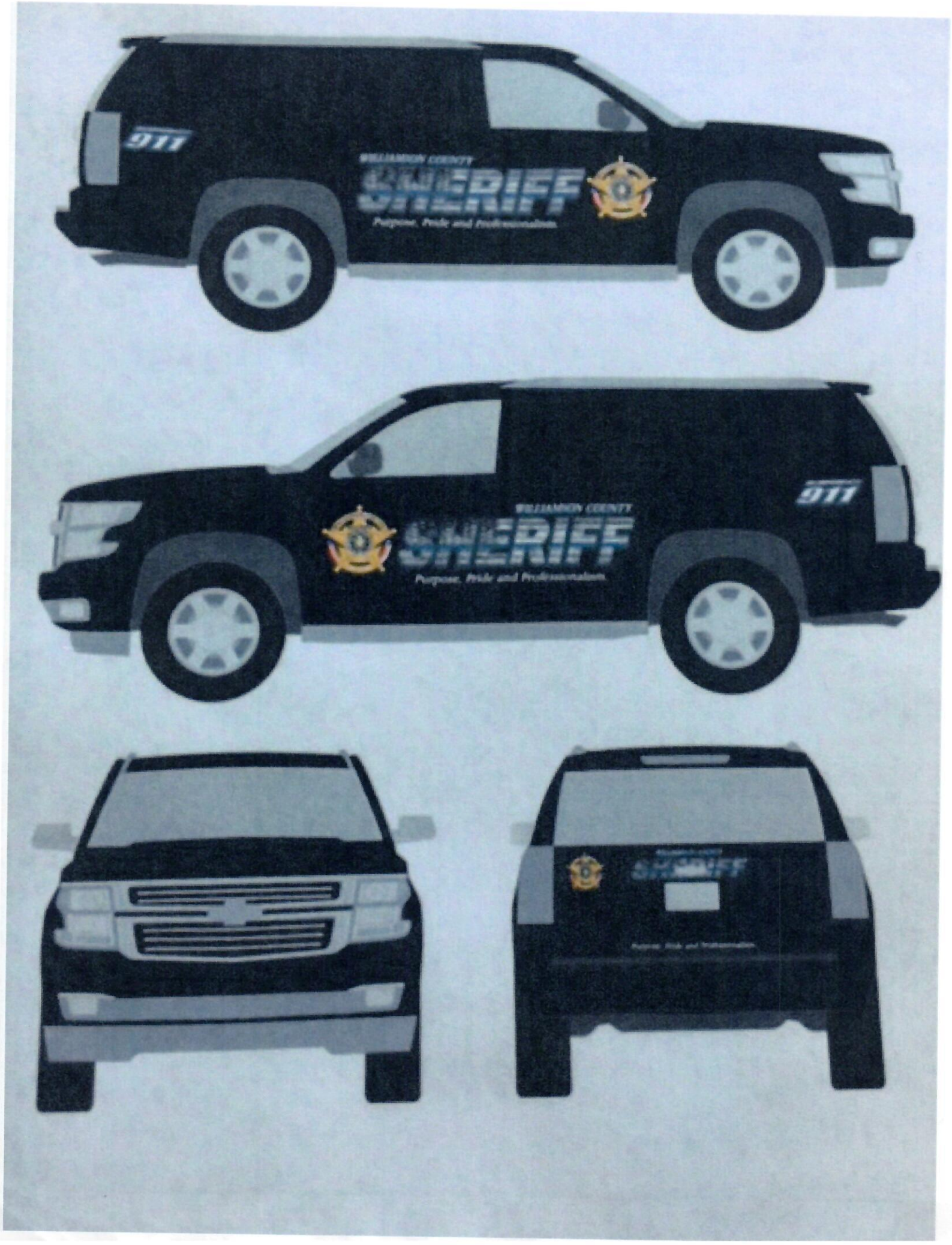
Completed as of 3.16.18 – (2) Removals and (2) New Installations.

Please let me know how you would like to be invoiced. I am more than happy to send each on separately, or if you want to group them together that is fine as well. I just want to make sure we are on the same page.

Please let me know if you have any further questions, comments or concerns.

Thank you for your business!

Meagan Mahaffey
Larry Perez Signs & Graphix
O: 512.255.7058


911
WILLIAMSON COUNTY
SHERIFF
Purpose, Pride and Professionalism
911
WILLIAMSON COUNTY
SHERIFF
Purpose, Pride and Professionalism
SHERIFF

115670

Larry Perez Signs and Graphix
304 North Mays
Round Rock, TX 78664 US
512.255.7058
accounting@larryperezsigns.com
www.LarryPerezSigns.com

Estimate 1091

ADDRESS
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL
04/12/2018	$5,398.00

ACTIVITY	QTY	RATE	AMOUNT
Wall Wrap (1) Wall Wrap with 3M Wall Wrapped with Laminate and Material | 9'x23'	1	3,400.00	3,400.00T
Wall Wrap (1) Wall Wrap with 3M Wall Wrapped with Laminate and Material | 9'x12'	1	1,998.00	1,998.00T
Sidenote Price Includes both Installations and Small Samples for Preview	1	0.00	0.00T

SUBTOTAL	5,398.00
TAX (0%)	0.00
TOTAL	$5,398.00

THANK YOU.

Accepted By

Accepted Date

Required Signature:

115665

TOM'S DIVE & SWIM

5909 BURNET RD. AUSTIN, TX 78757 - (512) 451-3425 - TOMSSCUBA.COM

Bill to:
Williamson Co Dive Team
James David
508 South Rock street
GEORGETOWN, TX
78626
848-3894
jdavid@wilco.org
2268

Ship to:
Williamson Co Dive Team
James David
508 South Rock street
GEORGETOWN, TX
78626
848-3894
jdavid@wilco.org
2268

QUOTE # : 00010000013837

Quote Date: 3/15/2018 2:21:33 PM

00010000013837

PO#:

Quote Date: 3/15/2018 2:21:33 PM
ETA: 3/15/2018 2:21:33 PM
Associate: Sarah1
Comment:

SubTotal:	49691.65
Tax:	0.00
Total:	49691.65
Total :	**49691.65**

Item #	Part #	Vendor	Desc 1	Attr	Size	QTY	Orig $	Disc %	Price	Ext P$
502420	GRD-BUDS-BU	OTS	GUARDIAN MASK W/D2 BUDDY PHOI	BK/BLU		9	1429.00	10	1286.10	**11574.90**
500735	900402-000	OTS	BUDDY PHONE SURFACE STATION	2 CHANNE		1	1349.00	10	1214.10	**1214.10**
500466	900298-015	OTS	HEADSET BOOM MIC SP100D			1	459.00	10	413.10	**413.10**
707008	129600	AL	LEGEND			9	645.00	20	516.00	**4644.00**
709103	313314	AL	BC AXIOM	BLK/BLU	LG	9	599.00	20	479.20	**4312.80**
707907	116920	AL	ABS			9	155.00	20	124.00	**1116.00**
709140	NS115116	AL	I300 COMPUTER 2 GAUGE	BLU	IMP	9	399.00	20	319.20	**2872.80**
506745	611035	ALPS	KODIAK DRYSUIT - LE	BLK	S-3XL	9	1850.00	14	1600.00	**14400.00**
508126	62461	ALPS	INSTALL SLT NECK AND WRIST	ROUND		9	240.00		240.00	**2160.00**
709793	62359	AL	INSTALL 10" RELIEF ZIPPER			9	310.00	20	248.00	**2232.00**
506749	62374	ALPS	ARM BAND - CUSTOM set up fee			1	157.00		157.00	**157.00**
506521	62476	ALPS	APPLICATION FEE per suit fee	PER UNIT		9	10.00	-50	15.00	**135.00**
708913	611700	ALPS	MK2 JOHN drysuit undergarment		LG	9	190.00	20	152.00	**1368.00**
707054	D67030	AL	OCEAN PACK MESH drysuit bag lifetime warranty	BLK		9	92.00	20	73.60	**662.40**
508664	IM2975	PEL	STORM CASE/ NO FOAM pelican case for gear	BLK	29X18X13	9	269.95		269.95	**2429.55**

Expires in 30 days

Commissioners Court - Regular Session **41.**

Meeting Date: 04/24/2018

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
f) Dana Limited

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:09 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2018 10:06 AM
Final Approval Date: 04/19/2018		

Commissioners Court - Regular Session **42.**

Meeting Date: 04/24/2018

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 the Lakeline RTL Project.

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.

r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)

s) Discuss the A-1 Corridor property exchange.

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

f) Discuss property usage at Longhorn Junction

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

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the San Gabriel River trail easements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 10:09 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2018 10:04 AM
Final Approval Date: 04/19/2018		