NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 10TH, 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 – 31)

5. Discuss, consider and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Captial Outlay > $5,000	$15,000
To	0100-0540-003307	Pharmaceuticals	$15,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$607.00
To	0100.0475.004509	Facility Enhancements	$607.00

7. Discuss, consider, and take appropriate action on approving a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100.0541.004541	Vehicle Maintenance	1500.00
From	0100.0541.003900	Memberships	1500.00

8. Discuss, consider, and take appropriate action on a Line Item Transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.003010	Computer Equipment	$240.00
To	0100.0581.004544	Repairs to Office Equipment	$240.00
From	0100.0581.003010	Computer Equipment	$900.00
To	0100.0581.003005	Office Furniture	$900.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005730	Radio Equipment > $5,000	$19,770.00
To	0200-0210-005200	Right of Way	$19,770.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004236	Extradition	10,000
To	0100-0440-004932	Trial Expenses	10,000

11. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-004962	Janitorial Contract Services	2,739.00
To	0100-0509-003011	Computer Software	2,739.00

12. Discuss, consider and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005730	Radio Equipment > $5,000	$11,981.25
To	0100-0540-003003	Radio Equipment < $5,000	$11,981.25

13. Discuss, consider, and take appropriate action on a line item transfer for Non - Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	40,000.00
To	0100.0409.004100	Professional Services	40,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005008	Law Enforcement Equip > $5,000	$5,930.00
To	0100-0560-003008	Law Enforcement Equip < $5,000	$5,930.00

15.
Discuss, consider and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004511	Firing Range Maint & Repairs	$2,500.00
To	0100.0560.004703	MH/MR	$2,500.00

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

17. Acknowledge and enter into the official minutes the financial statement for ESD #12.

18. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (11) Desktops, (4) Laptops, (1) 2006 Ford F250, and (1) 2008 Ford F250, pursuant to Tx. Local Gov't Code 263.152.

19. To consider and note in the minutes the completion of the required 25 hours of continuing education for Purchasing Agent Randy Barker as prescribed in Texas Local Govt. Code 262.011.(p).

20. Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Explorer program from Wolf Ranch Touch a Truck event in the amount of $177.00 pursuant to Tex. Loc. Gov't Code 81.032

21. Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2020 and recognize the election of officers for the term ending April 2019.

22. Discuss, consider and take appropriate action on accepting Notice of Grant Award (NOGA) from the Fund of Veterans Assistance, Veterans Treatment Court in the amount of $30,000 and approve authorized official to sign NOGA.

23. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #56 in the amount of $5,676.00 to fund additional data outlets including cabling and patch panel work, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

24. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #58 in the amount of $24,379.00 to fund the backflow preventer installation at the water main, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

25. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #59 in the amount of $2,128.00 to fund additional electrical work at building D, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

26. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #60 in the amount of $1,631.00 to fund additional A/C work for the North Stairwell, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

27. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 5A subdivision - Pct 2.

28. Discuss, consider, and take appropriate action on approval of the final plat for the Walburg Ranchettes subdivision - Pct 3.

29. Discuss, consider, and take appropriate action on approval of the final plat for the Coombes subdivision - Pct 3.

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

31. Discuss, consider, and take appropriate action on approval of the final plat for the Star Ranch Commercial Lot 1 Block A subdivision - Pct 4.

REGULAR AGENDA

32. Discuss, consider and take appropriate action recognizing Williamson County District Clerk Lisa David as being named the District Clerk of the Year for the State of Texas by the County and District Clerk Association (CDCAT).

33. Discuss, consider, and take appropriate action on appointing new members to the Williamson County Historical Commission.

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

35. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order #57 from Vaughn Construction in the amount of $63,922.00 to fund all asphalt overruns at roads and parking lots. This change order is being funded by the Owners and Construction Managers Contingencies.

36. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order #61 from Vaughn Construction in the amount of $49,269.00 to fund the installation of automatic door openers at all overhead doors at buildings D&G. This change order is being funded by the Owners Contingency.

37. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the IH-35 @ Ronald Reagan Blvd. contract between Williamson County and Binkley & Barfield, Inc. (BBI) relating to the 2013 Road Bond Program. Project: P231. Funding Source: Road Bonds.

38. Discuss, consider and take appropriate action to authorize the County Judge to execute a resolution approving the submittal of an application in response to the 2018 Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant, with a commitment to contribute to the local match if a project is selected for funding. Funding Source: LRTP Funds and Bond Funds.

39. Discuss, consider and take appropriate action on allocating Inner Loop Annex office space to the Department of Information Technology that was previously used by Mobile Outreach Team (MOT).

40. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with Henri J. Knipper for right of way needed on CR 176 (Parcel 8). Funding Source: Road Bonds P241

41. Discuss, consider and take appropriate action on a Right of Entry, Possession, Use and Construction Agreement with JCN Family Partnership for right of way needed on the CR 110 Middle project (Parcel 13M/13ME). Funding Source: Road Bonds P261

42. Discuss, consider and take appropriate action on the Southwest Williamson County Regional Park Additional Facilities Project, Change Order Numbers 1-3 from Falkenberg Construction Co. in the amount of $31,962.00 for additional trenching and a manhole to reach existing waste water line; for additional water line for restroom number 2; and for third party testing services for restrooms and storage building. This change order is being funded out of the Owners Construction Contingency.

43. Discuss, consider and take appropriate action on approving the addendum for interlocal agreement between Williamson County and the City of Round Rock for the establishment of EMS ambulance, personnel housing and construction at Round Rock Fire Station No. 9.

44. Discuss, consider, and take appropriate action to sign documents that officially adopt the 2015 Fire Code, as per court approval on 06/26/2018.

45. Discuss, consider and take appropriate action on approving updates to the compensation policies found in the Employee Policy Manual and the Budget Order.

46. Discuss and take appropriate action on an Amendment to the current Texas State Library & Archives Contract for the County Clerk.

47. Discuss, consider, and take appropriate action on the acceptance of the Memorandum of Understanding with the State of Texas regarding the state wide radio interoperability on the use of National Public Safety Planning Advisory Committee (NPSPAC) frequencies.

48. Discuss, consider, and take appropriate action on a change to the terms and conditions of the contract with Geopliant, Crisistrack software.

49. Discuss, consider, and take appropriate action on the approval of a change to the contract for the Ready EOC App with Quick Series Publishing to modify the annual performance period to align with the County's budget year.

50. Discuss, consider, and take appropriate action on approving the professional services contract between Baer Engineering and Environmental Consulting, Inc. and Williamson County for inspection and certification services of the Edwards Aquifer in the amount of $1,226.78, and authorizing execution of the agreement.

51. Discuss, consider and take appropriate action on approving an Interlocal Participation Agreement between the Texas Association of School Boards (TASB) Energy Cooperative and Williamson County for participation in a cooperative purchasing program as allowed by Texas Local Government Code Section 271.102, and authorizing the execution of the agreement and related addendum.

52. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Concrete Work for Oak Haven Circle Extension Project under IFB #1806-241.

53. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Flex Base under IFB #1806-242.

54. Discuss, consider, and take appropriate action on rejecting bids for Herbicides under IFB # 1805-228 and authorize the Purchasing Agent to advertise and receive sealed bids for Herbicides under IFB # 1806-244.

55. Discuss, consider, and take appropriate action on approving the purchase from NJC, LLC dba The Door Co. in the amount of $13,243.00 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and 262.024(a)(3).

56. Discuss, consider, and take appropriate action on approving agreements between Axon Enterprise, Inc. and Williamson County for Evidence.com web services, to support the operations of the County Attorney and District Attorney's Offices, and authorizing execution of the related documents.

57. Discuss, consider, and take appropriate action on authorizing the extension of Audit and Accounting Services contract #15RFP113, for the same pricing, terms and conditions as the existing contract for the term of August 1, 2018- July 31, 2019, with Weaver and Tidwell, LLP.

58. Discuss, consider and take appropriate action on authorizing the extension of Medical Supplies for Williamson County Jail Contract #1604-071, for the term of July 7, 2018- July 6, 2019, for the same pricing, terms and conditions as the existing contract, with the exception of discontinued items and department-approved replacements for the primary vendor, Bound Tree Medical, LLC, as shown on the attached renewal form and pricing spreadsheet. The secondary vendor, New Dimension Pharmacy, made no changes to pricing, terms and conditions in the existing contract. The third vendor, Agni Enterprises, LLC (DBA) Head to Heels Safety Supplies, opted out of this renewal term.

59. 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) and 262.024(7)(D)., for the one time purchase of vehicle decals and wraps in the amount of $33,680.00.

60. Discuss, consider and take appropriate action on approving the agreement between Stanley Convergent Security Solutions, Inc. and the Williamson County County Attorney's office in the amount of $4,245.16 and authorizing the execution of the agreement.

61. Discuss, consider and take appropriate action on authorizing the extension of Hygiene Products for Jail, contract 1704-160, for the same terms and conditions as the existing contract, with the exception of department approved unit price increases for the contracted items, per the attached pricing sheet, for the term of July 1, 2018 - June 30, 2019.

62. Discuss, consider, and take any appropriate action to approve change order to agreement between Ford Audio-Video Systems, LLC and Williamson County under BuyBoard contract # 482-15 (originally approved 5/22/18, agenda item #66). The change order results in a reduction of price from $150,096.76 to $149,787.76.

63. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for ATM Placement for Williamson County Facilities under RFP #1806-243.

64. Discuss, consider, and take appropriate action on approving the purchase of a video surveillance and panic button system for the Georgetown Annex with Knight Security Systems (KSS) in the amount of $85,060.06 under DIR Contract #DIR-TSO-3430.

65. Discuss, consider, and take appropriate action on approving the purchase of an access control system for the Georgetown Annex with Stanley Convergent Security Solutions Inc. in the amount of $66,378.42 under BuyBoard contract #493-15 and authorizing the execution of the services contract.

66. Discuss, consider, and take appropriate action on formally rejecting all bids received for IFB #1805-230 Sale of Real Property - Green Builders Tract North.

67. Discuss, consider, and take appropriate action on approving the purchase from thyssenkrupp Elevator Corporation in the estimated amount of $6,000.00 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and 262.024(a)(3).

68. Discuss, consider, and take appropriate action on approving the purchase from Blackmon Mooring of Austin Inc. in the amount of $25,000.00 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and 262.024(a)(3).

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)."

69. 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 Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

70. 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 110 Middle
e) Discuss the acquisition of real property: CR 200
f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
g) Discuss the acquisition of real property for SH 29 LTP.
h) Discuss the acquisition of real property for County Facilities.
i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
l) Discuss the acquisition of real property for Seward Junction SE Loop.
m) Discuss the acquisition of real property for SH 29 @ DB Wood.
n) Discuss the acquisition of real property for Hairy Man Rd.
o) Discuss the acquisition of real property for SW Bypass.
p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
q) Discuss Cedar Hollow low water crossings and Lost River.
r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)
s) Discuss the acquisition of real property for Corridor H
t) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
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 possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
g) 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.

71. 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) 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.
k) 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.
l) Williamson County Sheriff's Office Training Center construction issues.
m) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
n) 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
o) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
p) 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.
q) 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.
r) 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
s) 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.
t) Discuss law in relation to Williamson County compensation policies.
u) Legal matters pertaining to Cambria Cave and Brushy Creek MUD
v) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
w) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
x) Discuss laws relating to the low-income vehicle repair assistance, retrofit, and accelerated vehicle retirement program (LIRAP) Texas Health and Safety Code, Chapter 382.

72. 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).

73. 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)

74. Discuss and take appropriate action concerning economic development.

75. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) 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
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) 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.
k) 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.
l) Williamson County Sheriff's Office Training Center construction issues.
m) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
n) 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
o) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
p) 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.
q) 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.
r) 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
s) 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.
t) Discuss law in relation to Williamson County compensation policies.
u) Legal matters pertaining to Cambria Cave and Brushy Creek MUD
v) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
w) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
x) Discuss laws relating to the low-income vehicle repair assistance, retrofit, and accelerated vehicle retirement program (LIRAP) Texas Health and Safety Code, Chapter 382.

77. 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.

78. 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: 07/10/2018

WCEMS LIT for Pharmmaceuticals

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Medical Services.

Background

Line item transfer request to provide additional funds for projected pharmaceutical supply needs in EMS system.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Captial Outlay > $5,000	$15,000
To	0100-0540-003307	Pharmaceuticals	$15,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/25/2018 08:46 AM
Budget Office	Ashlie Koenig	06/25/2018 09:52 AM
Form Started By: Michael Knipstein		Started On: 06/22/2018 07:23 AM
Final Approval Date: 06/25/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/10/2018

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Cabling services for Intercom system and Lobby Guard used in the County Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$607.00
To	0100.0475.004509	Facility Enhancements	$607.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/25/2018 08:46 AM
Budget Office	Ashlie Koenig	06/25/2018 09:52 AM
Form Started By: Stephanie Lloyd		Started On: 06/22/2018 12:47 PM
Final Approval Date: 06/25/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/10/2018

Line Item Transfer for Emergency Management

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

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a line item transfer for Emergency Management.

Background

Vehicle maintenance cost have exceeded the budgeted amount for FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100.0541.004541	Vehicle Maintenance	1500.00
From	0100.0541.003900	Memberships	1500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/25/2018 11:10 AM
Budget Office	Ashlie Koenig	06/25/2018 11:12 AM
Form Started By: Jarred Thomas		Started On: 06/25/2018 10:24 AM
Final Approval Date: 06/25/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/10/2018

Line Item Transfer - WCEC

Submitted For: Scott Parker **Submitted By:** Scott Parker, Emergency Communications

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Line Item Transfer for Emergency Communications.

Background

Emergency Communications is requesting the transfer of funds to repair critical 9-1-1 console furniture on the 9-1-1 dispatch floor and to replace integrated lamps at several workstations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.003010	Computer Equipment	$240.00
To	0100.0581.004544	Repairs to Office Equipment	$240.00
From	0100.0581.003010	Computer Equipment	$900.00
To	0100.0581.003005	Office Furniture	$900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/26/2018 12:57 PM
Budget Office	Ashlie Koenig	06/26/2018 01:00 PM
Form Started By: Scott Parker		Started On: 06/26/2018 12:08 PM
Final Approval Date: 06/26/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/10/2018

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

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to fulfill the Agreement to Contribute Right of Way Funds between Williamson County and the State of Texas for FM 619 as approved in Commissioners Court on June 26, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005730	Radio Equipment > $5,000	$19,770.00
To	0200-0210-005200	Right of Way	$19,770.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:43 PM
Budget Office	Ashlie Koenig	06/29/2018 04:31 PM
Form Started By: Kelly Murphy		Started On: 06/28/2018 08:38 AM
Final Approval Date: 06/29/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/10/2018

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting this transfer of $10,000 into Trial Expense because this budget line item has been depleted and we need an additional $10,00 to cover the rest of the expenses that will be incurred for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004236	Extradition	10,000
To	0100-0440-004932	Trial Expenses	10,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:43 PM
Budget Office	Ashlie Koenig	06/29/2018 04:31 PM
Form Started By: Grace Frias		Started On: 06/28/2018 09:32 AM
Final Approval Date: 06/29/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 07/10/2018

Line Item Transfer

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Background

Need additional funds for the upgrade of Keystone security software.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-004962	Janitorial Contract Services	2,739.00
To	0100-0509-003011	Computer Software	2,739.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/03/2018 11:04 AM
Budget Office	Ashlie Koenig	07/05/2018 11:35 AM
Form Started By: Gina Wrehsnig		Started On: 07/02/2018 11:53 AM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 07/10/2018

WCEMS LIT for Radio Equipment

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Medical Services.

Background

Line item transfer request to the correct line item to provide funds to purchase equipment for installation of antennas as part of the radio replacement project.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005730	Radio Equipment > $5,000	$11,981.25
To	0100-0540-003003	Radio Equipment < $5,000	$11,981.25

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/03/2018 11:04 AM
Budget Office	Ashlie Koenig	07/05/2018 11:40 AM
Form Started By: Michael Knipstein		Started On: 07/03/2018 06:56 AM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 07/10/2018

LIT

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Non - Departmental.

Background

We currently have outstanding invoices for $17,000. We would like to transfer the additional $23,000 to cover anticipated future bills. We have seen an increase in expenses to this line item due to professional services needed for flood control and asset management, as well as several pending cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	40,000.00
To	0100.0409.004100	Professional Services	40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/05/2018 08:53 AM
Budget Office	Ashlie Koenig	07/05/2018 11:41 AM
Form Started By: Rebecca Clemons		Started On: 07/03/2018 03:07 PM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/10/2018

Line Item Transfer for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover shortfall in L.E. Equipment < $5,000 in order to purchase Taser cartridges for training equipment for new Deputies and Correction Officers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005008	Law Enforcement Equip > $5,000	$5,930.00
To	0100-0560-003008	Law Enforcement Equip < $5,000	$5,930.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:28 AM
Budget Office	Ashlie Koenig	07/05/2018 11:45 AM
Form Started By: Starla Hall		Started On: 07/05/2018 08:04 AM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **15.**

Meeting Date: 07/10/2018

Line Item Transfer for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short fall in MHMR for court costs for commitment hearings and/or medication hearings to State facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004511	Firing Range Maint & Repairs	$2,500.00
To	0100.0560.004703	MH/MR	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:59 AM
Budget Office	Ashlie Koenig	07/05/2018 12:01 PM
Form Started By: Starla Hall		Started On: 07/05/2018 11:39 AM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **16.**

Meeting Date: 07/10/2018

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

Merit LIT 07.10.18

Merit Details 07.10.18

Comp Item

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/05/2018 09:32 AM
Human Resources (Originator)	Tara Raymore	07/05/2018 11:31 AM
Form Started By: Kristy Grant		Started On: 07/05/2018 08:51 AM
Final Approval Date: 07/05/2018		

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0576	001100	1,457.89	
01	0100	0576	001130		1,457.89
01	0200	0210	001100	5,130.01	
01	0200	0210	001130		5,130.01

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Supervision Offcr.1027.001100	14297	$36,175.82	$1,085.28	3.00	$37,261.10	MERIT	6/29/2018
Juvenile Services	Juv Detn Officer.1125.001100	13886	$37,261.10	$372.61	1.00	$37,633.71	MERIT	6/29/2018
Unified Road Systems	Operator I R&B.1517.001100	14557	$33,999.99	$1,500.01	4.41	$35,500.00	MERIT	6/29/2018
Unified Road Systems	Operator I R&B.1514.001100	14511	$33,999.99	$1,500.01	4.41	$35,500.00	MERIT	6/29/2018
Unified Road Systems	Operator I.1610.001100.	14479	$33,835.01	$1,665.00	4.92	$35,500.00	MERIT	6/29/2018
Unified Road Systems	Operator I R&B.1564.001100	14390	$35,035.02	$464.98	1.33	$35,500.00	MERIT	6/29/2018

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
911 Communications	0139	14598	$35,139.00	$36,912.91	$38,778.63	$38,778.63	n/a	n/a	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21) Career Ladder Progression	6/29/2018
911 Communications	0126	14597	$35,139.00	$36,912.91	$38,778.63	$38,778.63	n/a	n/a	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21) Career Ladder Progression	6/29/2018
ITS	0952	Vacant	$109,406.44	$109,406.44	$109,406.44	$109,406.44	n/a	n/a	Title, Grade change: IT Director I (B. 36) to Analyst III (B.34)	6/29/2018
ITS	0967	Vacant	$80,829.58	$80,829.58	$80,829.58	$80,829.58	n/a	n/a	Title, Grade change: Analyst II (B.32) to IT Manager I (B.33)	6/29/2018
ITS	0965	05075	$79,204.32	$79,204.32	$79,204.32	$79,204.32	n/a	n/a	Grade change: B.33 to B.34	6/29/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **17.**

Meeting Date: 07/10/2018

fs esd12

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Acknowledge and enter into the official minutes the financial statement for ESD #12.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

esd12

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Rebecca Clemons	07/03/2018 11:04 AM
Form Started By: Rebecca Clemons		Started On: 07/03/2018 09:40 AM
Final Approval Date: 07/03/2018		

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12

BASIC FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED SEPTEMBER 30, 2017

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12

BASIC FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

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The Accounting Firm
of
Donald L. Allman, CPA

Donald L. Allman, CPA, PC
205 E. University Ave, Ste. 165
Georgetown, Texas 78626

Independent Accountant's Compilation Report

To the Board of Commissioners of the
Williamson County Emergency Services District #12

We have compiled the accompanying financial statements, of the Williamson County Emergency Services District # 12 (WCESD 12), as of and for the year ending September 30, 2017, which collectively comprise the Williamson County Emergency Services District # 12's basic financial statements as listed in the table of contents. We have not audited or reviewed the accompanying financial statements, and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the Williamson County Emergency Services District # 12 is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has omitted the management's discussion and analysis information that is required to be presented for purposes of additional analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 8, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. This information is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

Donald L. Allman, CPA
Georgetown, Texas

June 27, 2018

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF NET POSITION
September 30, 2017

ASSETS		
CURRENT ASSETS:		
Cash and Cash Equivalents	$	203,828
Property Taxes Receivable, net of allowance		3,879
Total Current Assets	$	207,707
PROPERTY AND EQUIPMENT:		
Total Property and Equipment	$	0
OTHER ASSETS:		
Total Other Assets	$	0
TOTAL ASSETS	$	207,707
LIABILITIES		
CURRENT LIABILITIES:		
Accounts Payable	$	0
Unearned Income Property Taxes		4,857
Total Current Liabilities	$	4,857
LONG-TERM LIABILITIES:		
Total Long-Term Liabilities	$	0
TOTAL LIABILITIES	$	0
NET POSITION:		
Unrestricted	$	202,850
Total Net Position	$	202,850
TOTAL LIABILITIES & NET POSITION	$	207,707

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2017

Revenues:		
Property Taxes		$ 162,788
Other income		957
Interest		365
Total Revenues		$ 164,110
Operating Expenses:		
Accounting	$ 1,500	
Communications	1,103	
Dues	275	
Facilities	2,500	
Fire Service	104,911	
Insurance	1,276	
Miscellaneous	230	
Office/Administration	4,900	
Tax Collection costs	1,209	
Training	700	
Total Operating Expenses		$ 118,604
Income (Loss) from Operations		$ 45,506
Change in Net Position		$ 45,506
Total net position - beginning		$ 157,344
Total net position - ending		$ 202,850

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:	
Property tax and other revenues received	$ 167,889
Cash paid for supplies and services	(117,282)
Net cash provided (used) by operating activities	50,607
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES	
Net cash provided (used) by investing activities	0
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES	
Net cash provided (used) by financing activities	0
NET INCREASE (DECREASE) IN CASH	50,607
CASH AT BEGINNING OF YEAR	153,221
CASH AT END OF YEAR	$ 203,828

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

Net Income (Loss)	$ 45,506
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Changes in assets and liabilities:	
(Increase)/ decrease in accounts receivable	1,496
Increase/(decrease) in deferred property tax revenue	3,605
Increase/(decrease) in accounts payable and accrued expenses	0
Total adjustments	5,101
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:	$ 50,607

See accompanying notes and independent accountant's compilation report

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

NOTE A—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District # 12 receives property taxes to fund fire protection and provide emergency medical services to residents in unincorporated area encompasses by Williamson County Emergency Services District # 12. The property taxes received are used to pay for contracted services to provide fire protection and EMS services to residents within WCESD # 12.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Cash and Cash Equivalents

Williamson County ESD # 12 has a checking and money market account with RBFCU. Williamson County ESD # 12 does not receive any cash or hold petty cash.

Revenue Recognition – Revenues and other governmental fund financial resource increments are recognized in the accounting period in which they become susceptible to accrual – that is, when they become measurable and available to the finance expenditures of the fiscal period. “Available” is determined to be collectible within the 12 months of the fiscal year or within 60 days after fiscal year end for property taxes.

Property Taxes Receivable

Property Taxes receivable for Williamson County ESD # 12 consist of ad valorem taxes levied for the fiscal year ending September 30, 2017 that were not collected as of September 30, 2017.

Unearned Income-Property Taxes

Unearned income for property taxes consist of property taxes receivable that were not collected within 60 days after the fiscal year end in accordance with rules for governmental accounting.

Income Taxes – Williamson County ESD # 12 is not subject to any income taxes.

Net Position and Flow Assumptions – Net position is reported as restricted when constraints are placed on net position use as either:

Externally imposed by creditors (such as debt covenants), grantors, or laws or regulations of other governments imposed by law through constitutional provisions or enabling legislation.

Restricted resources are used first when an expense is incurred for purposes for which both restricted and unrestricted net positions are available.

There are no restricted funds currently, all net position is unrestricted.

NOTE B – ACCOUNTS RECEIVABLE: The receivables at September 30, 2017 are as follows:

Property Taxes	$3,879

NOTE C –ACCOUNTS PAYABLE/UNEARNED INCOME: There are no accounts payable as of September 30, 2017. Unearned Revenue consists of the following:

Unearned Income-property taxes	$ 4,857

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY ESD # 12
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE – BUDGET TO ACTUAL
SEPTEMBER 30, 2017

	Budget	Actual	Variance with Budget Positive (Negative)
Revenues			
Ad Valorem Taxes	$156,000	$162,788	6,788
Other income	0	957	957
Interest	0	365	365
Total Revenues	$156,000	$ 164,110	$ 8,110
Expenditures			
Transfer to Reserve	40,000	0	40,000
Contract Emergency Svc.	105,000	104,911	89
CPA fees	1,500	1,500	0
Insurance	1,300	1,276	24
Communications	1,100	1,103	(3)
Tax Collection fees	1,200	1,209	(9)
Training	675	700	(25)
Professional dues	275	275	0
Reimbursements/overhead	0	230	(230)
Administration	2,450	4,900	(2,450)
Facilities	2,500	2,500	0
Total Expenditures	156,000	118,604	37,396
Excess (Deficiency) Of Revenues Over (Under) Expenditures	0	45,506	45,506

Commissioners Court - Regular Session **18.**

Meeting Date: 07/10/2018

Asset Auction 7/10/2018

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 (11) Desktops, (4) Laptops, (1) 2006 Ford F250, and (1) 2008 Ford F250, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached lists.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Asset Auction 2

Asset Auction 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 08:40 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 08:53 AM
Form Started By: Jayme Jasso		Started On: 07/03/2018 09:06 AM
Final Approval Date: 07/05/2018		

A#

Storage Room Inventory List

1. Lexmark T640 Black High Yield Toner 64035HA (341-2916) / 64015HA (341-2938)
2. Cannon GPR-22 Toner
3. HP C3903A (5P/6P VX) Toner
4. HP 13A Toner
5. HP 13X Toner
6. A-B - HP 38A (4200) Toner (2)
7. A-B - HP 564XL Photo Ink Cartridge (2)
8. A-B - HP 564XL Black Ink Cartridge (2)
9. ~~HP 564 Cyan/Magenta/Yellow Ink Cartridge Combo Pack~~
10. Dell OptiPlex 740 Tower / Service Tag #34175L1 / Express Service Code #6774225157 / Wilco #1823
11. Dell OptiPlex 740 Tower / Service Tag #14175L1 / Express Service Code #2420660485 / Wilco #1270

193682 12. Dell OptiPlex 790 Tower / Service Tag #HCNN1R1 / Express Service Code #37770600349 / Wilco #1273

193680 13. Dell OptiPlex 790 Tower / Service Tag #HCNC1R1 / Express Service Code #37770087133 / Wilco #1824

193676 14. Dell OptiPlex 790 Tower – 32 bit / Service Tag #HCNF1R1 / Express Service Code #37770227101 / Wilco #1827

193681 15. Dell OptiPlex 780 Tower – 32 bit / Service Tag #64MSLN1 / Express Service Code #13340844685

193678 16. Dell OptiPlex 790 Tower / Service Tag #HCNQ1R1 / Express Service Code #37770740317 / Wilco #1826

193677 17. Dell OptiPlex 790 Tower / Service Tag #HCMN1R1 / Express Service Code #37768920733 / Wilco #2340

53775 18. Dell OptiPlex 780 Tower / Service Tag #3R8K4M1 / Express Service Code #8177309785

150337 19. Dell OptiPlex 7040 Tower / Service Tag #2H6F182 / Express Service Code #5392268786 / Wilco #1407

20. Dell OptiPlex 780 Tower / Service Tag #64MVLN1 / Express Service Code #13340984653
21. ~~A-H - Dell Laptop Docking Stations~~ (8) (7 with USB Insert) (1 without USB insert)
22. ~~Apple Monitor~~ S/N 2A8011AFXMN
23. ~~Dell Monitor~~ / CN-0Y4299-71618-4BM-BFPX

54092 24. ~~Cannon Image Formula~~ – DR-6010C – Scanner / #FB301219

25. ~~Cannon Image Formula – DR-6010C~~ – Scanner / #FB321590
26. ~~Lacie / d2 Big Disk / Triple Interface~~ – Firewire 800 – Firewire 400 – USB 2.0 – 320 GB / 7200 RPM
27. Dell Intel XPS / Windows 8 / Laptop (Wilco 1828)

46248 28. Apple MacBook Pro (Wilco 1268) AS S/N G88Ø8ØKDXYL

29. ~~LG Mac Compatible Slim Portable DVD Writer – GP60NS50~~
30. ~~Logitech Keyboard MK700 / MK710~~
31. ~~Apple Keyboard / KY4470FMZQL3B~~

36993 32. ~~Royal In-500x 8 Sheet Crosscut Shredder~~

33. ~~Comfort Logitech MK345 Keyboard / SN #1810CE041FC9~~
34. ~~Black Backpack~~

193684 35. Dell Optiplex 790 laptop/service tag HCNH1R1 Wilco C03097

76151 36. Dell Latitude E6530 Laptop / SN #F8K3VY1 / Service Code #33169238137 / Wilco #1269

37. ~~Miscellaneous Box~~
    a. macbook pro 15-inch rechargeable battery
    b. Electric Stapler / Regular Stapler
    c. Electric Pencil Sharpener
    d. RadioShack Weather Alarm / SN #839186
    e. Apple AirPort Base Station / SN #UV2241X4M2C

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	509 - Building Maintenance
County VIN/Serial Number	1FTNF205X8EA08679
Equipment/Door Number	BB0880
License Plate	1171395
Year	2008
Make	FORD
Model	F250
Comments	101778
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Gina Wrehsnig 4/24/2018 2:20 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/12/2018 10:05 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/26/2018 10:14 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/28/2018 2:16 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/29/2018 2:55 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	509 - Building Maintenance
County VIN/Serial Number	1FDNF20516ED40356
Equipment/Door Number	BB0681
License Plate	1156633
Year	2006
Make	FORD
Model	F250
Comments	121419
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Gina Wrehsnig 5/18/2018 10:18 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/12/2018 9:16 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/26/2018 10:15 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/28/2018 2:15 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/29/2018 2:50 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **19.**

Meeting Date: 07/10/2018

Purchasing Agent continuing education hours

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

To consider and note in the minutes the completion of the required 25 hours of continuing education for Purchasing Agent Randy Barker as prescribed in Texas Local Govt. Code 262.011.(p).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Continuing Education documents

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:03 PM
Form Started By: Randy Barker		Started On: 06/28/2018 08:47 AM
Final Approval Date: 06/29/2018		

Certificate of Completion

This certificate is awarded to

Randy Barker

In recognition of successfully completing the following training program:

Creativity in Teams and Organizations

June 11, 2018

NIGP
THE INSTITUTE
for PUBLIC PROCUREMENT

Labore et Scientia

MindEdge

CEUs: .5

Provider# 1307375

Certificate of Completion

This certificate is awarded to

Randy Barker

In recognition of successfully completing the following training program:

Leading and Managing Change

June 22, 2018

NIGP
THE INSTITUTE
for PUBLIC PROCUREMENT

Labore et Scientia

MindEdge

CEUs: .5

Provider# 1307375

CPE DOCUMENTATION FORM
TEXAS PUBLIC PURCHASING ASSOCIATION CONFERENCE
HORSESHOE BAY, TEXAS ★ November 1-3, 2017

Name: RANDY BARKER **Agency:** WILLIAMSON COUNTY
Telephone: 512-943-1555 **Email:** randy.barker@wilco.org

Date / Session Name		Time	Hrs	Hrs Earned
Wednesday, November 1, 2017				
WG	Stressless Success	1:00-2:30	1.80	1.80
W1A	Buiness E-Writing for Success	2:30-3:30	1.20	1.20
	OR			
W1B	Purchasing 101	2:30-3:30	1.20	
W2A	Professional Services	3:45-5:00	1.50	1.50
	OR			
W2B	Methods of Construction	3:45-5:00	1.50	
Thursday, November 2, 2017				
TB	85th Legislative Session Update	8:00 - 9:00	1.20	1.20
T1A	Insurance and Bonds 101	9:00 - 10:00	1.20	1.20
	OR			
T1B	Specifications - Part 1	9:00 - 10:00	1.20	
T2A	Taking Cooperative Procurement to the Next Level	10:15 - 11:30	1.50	1.50
VS	Vendor Showcase & Relationships	1:00 - 3:00	2.40	2.40
T3A	Purchasing, Corruption and 18 USC 666	3:00 - 4:15	1.50	1.50
	OR			
T3B	Specifications - Part 2	3:00 - 4:15	1.50	
Friday, November 3, 2017				
FB	Annual Meeting and AEP Awards	8:00 - 9:00	0.00	—
FG	Exemplary Ethics	9:00 - 10:30	1.80	1.80
F1	Purchasing Roundtable	10:45 - Noon	1.50	1.50
		Max CPE Hrs:	**15.6**	15.6

I hereby certify my attendance at each of the sessions as indicated above.

Signature _____ Date 11/3/17

TxPPA Official Signature _____ Date 11-3-17

At the end of the workshop, bring your completed form to the registration desk. A TxPPA official will sign it. It is your responsibility to keep this form as proof of hours earned for certification/recertification purposes.

UPPCC gives one point per every aggregate eight hours of attendance for recertification and the actual number of hours for initial certification.

ISM – Participants who successfully complete this program will receive hours of continuing education. They may be applied toward ISM CPSM, C.P.M. and /or A.P.P. certifications or reaccreditations.

This activity has been planned and implemented in accordance with the standards and rules of the Texas State Board of Public Accountancy through the Joint Sponsorship of the LBJ School of Public Affairs and the Texas Public Purchasing Association. The LBJ School of Public Affairs designates this activity for a maximum of **15.6** CPE credit hours. The LBJ School of Public Affairs is registered with the State Board of Public Accountancy as a CPE Sponsor (ID No. 000628). This registration does not constitute an endorsement by the Board as to the quality of our CPE Program.

TASBO pre-approved provider #351

CPE DOCUMENTATION FORM
TEXAS PUBLIC PURCHASING ASSOCIATION CONFERENCE
Galveston, TX ★ June 6-8, 2018

Name: RANDY BARKER **Agency:** WILLIAMSON COUNTY

Telephone: 512-943-1555 **Email:** randy.barker@wilco.org

Date / Session Name		Time	Hrs	Hrs Earned
Wednesday, June 6, 2018				
W1	Four Phases of Attitude	1:00-2:15	1.50	1.50
W2A	Procurement & Legal Considerations for Maint/Const	2:15-3:15		
	OR		1.20	
W2B	Speak Like a Pro	2:15-3:15		1.20
W3	Texas General Land Office State Power Program	3:30-4:30	1.20	1.20
Thursday, June 7, 2018				
T1	Contract Management: Taking It To The Next Level	8:00 - 9:00	1.20	1.20
T2	Computer Threats Today	9:00 - 10:00	1.20	1.20
T3	Using the CPI/PPI	10:15 - 11:30	1.50	1.50
T5	Debriefing Vendors	3:00 - 4:00	1.20	1.20
T6	Insurance for Procurement	4:00 - 5:00	1.20	1.20
Friday, June 8, 2018				
F1	Texas SmartBuy Program	8:00 - 9:00	1.20	1.20
F2	The Basics of Surety Bonds	9:00 - 10:00	1.20	1.20
F1	Purchasing Roundtable	10:15 - Noon	2.10	2.10
		Max CPE Hrs:	**14.7**	14.7

I hereby certify my attendance at each of the sessions as indicated above.

Signature — Date: 6/8/18

TxPPA Official Signature — Date: 6-8-18

At the end of the workshop, bring your completed form to the registration desk. A TxPPA official will sign it. It is your responsibility to keep this form as proof of hours earned for certification/recertification purposes.

UPPCC gives one point per every aggregate eight hours of attendance for recertification and the actual number of hours for initial certification.

ISM – Participants who successfully complete this program will receive hours of continuing education. They may be applied toward ISM CPSM, C.P.M. and /or A.P.P. certifications or reaccreditations.

This activity has been planned and implemented in accordance with the standards and rules of the Texas State Board of Public Accountancy through the Joint Sponsorship of the LBJ School of Public Affairs and the Texas Public Purchasing Association. The LBJ School of Public Affairs designates this activity for a maximum of 14.7 CPE credit hours. The LBJ School of Public Affairs is registered with the State Board of Public Accountancy as a CPE Sponsor (ID No. 000628). This registration does not constitute an endorsement by the Board as to the quality of our CPE Program.

TASBO pre-approved provider #351

NIGP TRANSCRIPT

Randy Barker,
901 S. Austin Ave.
Georgetown, TX 78626-5821
randy.barker@wilco.org

NIGP Training Courses

Course Description	*Event Date**	*Ceus*	*Contact Hours*
Webinar 050218: Getting 'Primed': Amazon Business - What You Need to Know	5/2/2018	0.00	1
Webinar 051018: Global Best Practice Series - One Byte at a Time: Understanding Software Procurement	5/10/2018	0.00	1
Webinar 051618: Procurement, Best Value Sourcing and Smart Contracts with Blockchain and Cryptocurrency – A Glimpse of the Future	5/16/2018	0.00	1
Webinar 052418: Technically, it's not a Bid - Practical Guidance for IFBs/ITTs	5/24/2018	0.00	1
Webinar 053018: Fleets for the Future: Applying Innovative Cooperative Procurement Strategies to Public Fleets	5/30/2018	0.00	1
Webinar 060718: Unleash the Power of LinkedIn & Leverage Your Government Agency	6/7/2018	0.00	1
Total Credits Earned		**0.00**	**6**

** Note: The event date on the transcript may not reflect the event completion date. Retain a copy of your course certificate for your records.*

If you have any questions regarding this NIGP course transcript or NIGP educational courses, please contact NIGP Registration Services at 2411 Dulles Corner Park, Suite 350 Herndon, VA 20171 or via email at registrationinfo@nigp.org or phone at 800-FOR-NIGP.

Commissioners Court - Regular Session **20.**

Meeting Date: 07/10/2018

Cash donation for Explorer program from Wolf Ranch sponsored event

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Explorer program from Wolf Ranch Touch a Truck event in the amount of $177.00 pursuant to Tex. Loc. Gov't Code 81.032

Background

On June 23, 2018, Williamson County Sheriff's Office participated in the Touch a Truck event organized by Wolf Ranch in Georgetown. A cash donation of $177.00 was donated to the Sheriff's Office Explorer program.

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	06/29/2018 03:03 PM
Form Started By: Starla Hall		Started On: 06/27/2018 09:52 AM
Final Approval Date: 06/29/2018		

Commissioners Court - Regular Session **21.**

Meeting Date: 07/10/2018

acknowledgement of WCCF board appointments

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2020 and recognize the election of officers for the term ending April 2019.

Background

At its April 25, 2018 Annual Meeting the Williamson County Conservation Foundation (WCCF) board consented to seat the following individuals for board membership for two year terms (ending approximately April 24, 2020):
Brent Baker - 2 year term
Paul Barron - 2 year term
Doug Fell - 2 year term
Open position - 2 year term (position opened upon resignation of incumbent effective June 2018)

Also, election of officers was held for position terms ending April 2019:
Valerie Covey - President
Cynthia Long - Vice-president
Gary Boyd - Secretary/Treasurer (non-voting position)

Finally, at its June 27 regular board meeting, Lyle Grimes, Cedar Park, Texas, was accepted by a vote of the board to fill the unexpired term for Karen Wind who submitted her resignation effective with her replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/03/2018 11:04 AM
Form Started By: Gary Boyd		Started On: 07/03/2018 10:07 AM
Final Approval Date: 07/03/2018		

Commissioners Court - Regular Session **22.**

Meeting Date: 07/10/2018

Texas Veterans Commission

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting Notice of Grant Award (NOGA) from the Fund of Veterans Assistance, Veterans Treatment Court in the amount of $30,000 and approve authorized official to sign NOGA.

Background

This is a renewal grant in the amount of $30,000 from the Texas Veterans Commission to support the Williamson County Veterans Treatment Court (VTC), which is a specialty court docket in County Court at Law 2. The grant is to support veterans in the VTC program with drum circles, guitar lessons and the services of a Master Lever Psychologist. There is no match required of this grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NOGA TVC

TVC Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:03 PM
Form Started By: Kathy Pierce		Started On: 06/28/2018 09:23 AM
Final Approval Date: 06/29/2018		

TVC Award Number: **VTC_18_0608**
Fiscal Year: **2018**

FVA Veterans Treatment Court
Notice of Grant Award
to
Williamson County

Mailing Address:	Physical Address:	Grant Title:
701 Main Street **Georgetown, TX 78626**	**701 Main Street** **Georgetown, TX 78626**	**Veterans Treatment Court – 2018**
		Date Grant Awarded: **July 1, 2018**
Amount of Award: **$30,000**		Term of Grant: **July 1, 2018 to June 30, 2019**
Payment Method: **Reimbursement**		Awarding Agency: **Texas Veterans Commission**
Authority: **Government Code Section 434.017**		

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

Approving TVC Official:

_____ Date_____

Thomas P. Palladino
Executive Director

Authorized Grantee Official:

_____ Date_____

Dan A. Gattis
County Judge

APPENDIX I - THE APPLICATION
Organization Name: Williamson County
Amount Requested: $30,000
Total Number of Clients to be Served: 70
2018-2019 Veterans Treatment Court Grant
Grant Funding Period: July 1, 2018 – June 30, 2019

Applicant Information (Complete all lines)

***Legal Name of Organization:**	Williamson County
***Mailing Address:**	701 Main Street
***City/State/County/Zip:**	Georgetown/Texas/Williamson County/78626
Physical Address (if different**):**	NA
City/State/County/Zip :	NA
***Texas Address (**if organization headquarters are located out of state**):**	NA
***City/State/County/Zip:**	NA
***Website Address:**	www.wilco.org
***Organization/Program Phone Number:**	512-943-1550
***EIN number:**	746000978
***DUNS number:**	076930049

***Applicant Contact (**Project Coordinator – Principal Participant**):**	Judge Laura Barker
***Contact Title:**	Judge County Court at Law 2
***Phone Number:**	512-943-1410
***E-Mail Address:**	Laura.barker@wilco.org

***Applicant Contact (**Financial Coordinator – Principal Participant**):**	Kathy Pierce
***Contact Title:**	Executive Assistant to Commissioner Cynthia Long
***Phone Number:**	512-260-6514
***E-Mail Address:**	kpierce@wilco.org

*** Required Information**

APPENDIX I - THE APPLICATION

Organization Name: Williamson County
Amount Requested: $30,000
Total Number of Clients to be Served: 70
2018-2019 Veterans Treatment Court Grant
Grant Funding Period: July 1, 2018 – June 30, 2019

True and Correct Statement:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND COMPLETED PER THE DIRECTIONS OUTLINED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS.

THE APPLICANT ORGANIZATION REPRESENTATIVE HAS READ AND UNDERSTANDS ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS, AND WILL COMPLY WITH ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS AND NOTICE OF GRANT AWARD EFFECTIVE UPON SUBMISSION OF THIS APPLICATION AND THROUGHOUT THE LIFETIME OF THE GRANT IF AN AWARD IS MADE.

THE SUBMISSION OF THIS DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT.

*Authorized Signature: (must be original)	
*Name:	Dan A. Gattis
*Title:	County Judge
*Phone Number:	512-943-1550
*Email:	dgattis@wilco.org
*Date:	October 24, 2017

*** Required Information**

All information must be in sufficient detail to ensure the application can be weighed with other application. Do not leave any item blank. Refer to Section V. Grant Application of the accompanying 2018-19 Veterans Treatment Court RFA document for further instructions.

The grant funding period is based on a 12-month calendar from July 1, 2018 to June 30, 2019. The required expenditure and program performance benchmarks (below) should be used as guidelines when completing the Application.

Date	Grant Period Elapsed	Amount Expended	Performance Met
October 1	25%	15%	15%
January 1	50%	40%	40%
April 1	75%	70%	70%

Part I – Proposed Project Information

Proposed Project Name

1. Provide a name for the Proposed Project.

   "Williamson County VTC Rehabilitative Rhythm & Life Planning"

Amount Requested

Select **one** amount being requested. Applicants must refer to **RFA Section IV. Program Guidelines, H. Funding Amounts and Financial Documentation** to ensure they are able to support request amount with correct financial documentation and other requirements.

Select Amount Requested

$ 30,000

This Application is not for Veterans Mental Health programs, Housing 4 Texas Heroes programs, or General Assistance programs.

Check the **one** box that best describes the nature of the Proposed Project.

☐ New Veterans Treatment Court program
☒ Expansion of services of currently-established Veterans Treatment Court program
☐ Maintaining services provided by currently-established Veterans Treatment Court program

Geographic Service Area(s)

Check the **one** box that best describes the nature of the service area for the Proposed Project: Single County or Regional.

☒ Single County
☐ Regional

Rural Counties, per the Office of Rural Health Policy, are designated below in bold. Rural counties with an asterisk are designated as being part of a Metropolitan Area but are considered Rural based on their census tracks as determined by the Office of Rural Health Policy.

1. Check the county (or counties, if Regional) regardless of region, that the Proposed Project will serve.

Region 1 – Panhandle

☐ **Armstrong ***	☐ **Bailey**	☐ **Briscoe**	☐ **Brown**	☐ Callahan
☐ **Carson ***	☐ **Castro**	☐ **Childress**	☐ **Cochran**	☐ **Coleman**
☐ **Collingsworth**	☐ **Comanche**	☐ Crosby	☐ **Dallam**	☐ **Deaf Smith**
☐ **Dickens**	☐ **Donley**	☐ **Eastland**	☐ **Fisher**	☐ **Floyd**
☐ **Garza**	☐ **Gray**	☐ **Hale**	☐ **Hall**	☐ **Hansford**
☐ **Hartley**	☐ **Haskell**	☐ **Hemphill**	☐ **Hockley**	☐ **Hutchinson**
☐ Jones	☐ **Kent**	☐ **King**	☐ **Knox**	☐ **Lamb**
☐ **Lipscomb**	☐ Lubbock	☐ Lynn	☐ **Mitchell**	☐ **Moore**
☐ **Motley**	☐ **Nolan**	☐ **Ochiltree**	☐ **Oldham ***	☐ **Parmer**
☐ Potter	☐ Randall	☐ **Roberts**	☐ **Runnels**	☐ **Scurry**
☐ **Shackelford**	☐ **Sherman**	☐ **Stephens**	☐ **Stonewall**	☐ **Swisher**
☐ Taylor	☐ **Terry**	☐ **Throckmorton**	☐ **Wheeler**	☐ **Yoakum**

Region 2 – West Texas

☐ **Andrews**	☐ **Borden**	☐ **Brewster**	☐ **Crane**	☐ **Culberson**
☐ **Dawson**	☐ Ector	☐ El Paso	☐ **Gaines**	☐ **Glasscock**
☐ **Howard**	☐ **Hudspeth ***	☐ **Jeff Davis**	☐ **Loving**	☐ Martin
☐ Midland	☐ **Pecos**	☐ **Presidio**	☐ **Reeves**	☐ **Terrell**
☐ **Upton**	☐ **Ward**	☐ **Winkler**		

Region 3 - Alamo

☐ Atascosa	☐ Bandera	☐ Bexar	☐ **Coke**	☐ Comal
☐ **Concho**	☐ **Crockett**	☐ **Dimmit**	☐ **Edwards**	☐ **Frio**
☐ **Gillespie**	☐ Guadalupe	☐ **Gonzales**	☐ **Irion ***	☐ **Karnes**
☐ Kendall	☐ **Kerr**	☐ **Kimble**	☐ **Kinney**	☐ **La Salle**
☐ **Mason**	☐ **Maverick**	☐ **McCulloch**	☐ Medina	☐ **Menard**
☐ **Reagan**	☐ **Real**	☐ **Schleicher**	☐ **Sterling**	☐ **Sutton**
☐ Tom Green	☐ **Uvalde**	☐ **Val Verde**	☐ Wilson	☐ **Zavala**

Region 4 – South Texas

☐ Aransas	☐ **Bee**	☐ **Brooks**	☐ **Calhoun**	☐ Cameron
☐ **DeWitt**	☐ **Duval**	☐ Goliad	☐ Hidalgo	☐ **Jackson**
☐ **Jim Hogg**	☐ **Jim Wells**	☐ **Kenedy**	☐ **Kleberg**	☐ **Lavaca**
☐ **Live Oak**	☐ **McMullen**	☐ Nueces	☐ **Refugio**	☐ San Patricio
☐ **Starr**	☐ Victoria	☐ Webb	☐ **Willacy**	☐ **Zapata**

Region 5 – Gulf Coast

☐ **Austin ***	☐ Brazoria	☐ Chambers	☐ **Colorado**	☐ Fort Bend
☐ Galveston	☐ Harris	☐ Liberty	☐ **Matagorda**	☐ Montgomery
☐ **Walker**	☐ Waller	☐ **Wharton**		

Region 6 – Central Texas

☐ Bastrop	☐ **Bell**	☐ **Blanco**	☐ **Bosque**	☐ Brazos
☐ Burleson	☐ **Burnet**	☐ Caldwell	☐ Coryell	☐ Falls
☐ **Fayette**	☐ **Freestone**	☐ **Grimes**	☐ **Hamilton**	☐ Hays
☐ Hill	☐ **Lampasas**	☐ Lee	☐ Leon	☐ Limestone
☐ **Llano**	☐ **Madison**	☐ McLennan	☐ **Milam**	☐ **Mills**
☐ Robertson	☐ **San Saba**	☐ Travis	☐ **Washington**	☒ Williamson

Region 7- East Texas

☐ **Anderson**	☐ **Angelina**	☐ Bowie	☐ **Camp**	☐ **Cass**
☐ **Cherokee**	☐ **Delta**	☐ **Franklin**	☐ Gregg	☐ Hardin
☐ **Harrison**	☐ **Henderson**	☐ **Hopkins**	☐ **Houston**	☐ **Jasper**
☐ Jefferson	☐ **Lamar**	☐ **Marion**	☐ **Morris**	☐ **Nacogdoches**
☐ Newton	☐ Orange	☐ **Panola**	☐ **Polk**	☐ **Rains**
☐ **Red River**	☐ Rusk	☐ **Sabine**	☐ **San Augustine**	☐ **San Jacinto**
☐ **Shelby**	☐ Smith	☐ **Titus**	☐ **Trinity**	☐ **Tyler**
☐ Upshur	☐ **Van Zandt**	☐ **Wood**		

Region 8 – North Texas

☐ Archer	☐ **Baylor**	☐ Clay	☐ Collin	☐ **Cooke**
☐ **Cottle**	☐ Dallas	☐ Denton	☐ Ellis	☐ **Erath**
☐ **Fannin**	☐ **Foard**	☐ Grayson	☐ **Hardeman**	☐ Hood
☐ Hunt	☐ **Jack**	☐ Johnson	☐ Kaufman	☐ **Montague**
☐ **Navarro**	☐ **Palo Pinto**	☐ Parker	☐ Rockwall	☐ Somervell
☐ Tarrant	☐ Wichita	☐ **Wilbarger**	☐ Wise	☐ **Young**

Proposed Project Services

1. Briefly describe the Proposed Project. Be specific in your answer and include the ***Who***, ***What***, ***Where***, and ***When*** of the Project.

   Williamson County Veterans Treatment Court (WCVTC) is requesting grant funding through the Texas Veterans Commission to continue the "Williamson County VTC Rehabilitative Rhythm & Life" Planning project that was awarded grant funding beginning July 1, 2017. The project has three parts which are described below.

   TRANSPORTATION: During the first quarter of grant number VTC_17_0488 we launched the transportation piece of our project, which was much needed due to the shortage of public transportation in Williamson County. Although, some cities recently began offering limited service within their city limits, it is difficult to locate transportation to another city in the county and there is not a service available from Williamson County to the VA in Austin or Temple. This new service has been a tremendous help to our veterans who have license issues and need transportation to appointments for treatment. We are asking to continue transportation assistance in our current grant request. We will continue to use taxi or Uber for transportation, but due to its costly nature, we are also in the process of creating a *"Drive-a-Vet"* program. Williamson County has a large veteran population in its retirement community and seniors give countless hours volunteering of their time and talents. We plan to create a large distribution list of volunteers who can give rides to veterans needing transportation to appointments. We will solicit volunteers through local churches. Volunteers will be required to sign a "Volunteer Driver Acknowledgement Form that outlines requirements to volunteer, including: having a valid driver's license, a safe vehicle, current vehicle liability insurance, and that the driver will follow motor vehicle laws. The Court Coordinator will retain signed acknowledgement forms for records. When a veteran needs a ride, they will email the Court Coordinator the date, time and address of pick-up and destination. The Court Coordinator will then blast out the request to the group distribution list for a possible ride. If a volunteer ride is not available, then transportation will

be provided by a taxi or Uber. This will allow the most efficient use of tax dollars and be the beginning of a future sustainability plan. We request grant funding for tolls of volunteers who request reimbursement and have a toll receipt. Toll reimbursement will help develop the Drive-a-Vet distribution list, while providing cost effective transportation and helping the veterans to feel connected to their communities.

RHYTHM and MUSIC: Planning and preparation for our rehabilitative music portion of our grant is now complete. During the first quarter of the grant qualified service providers were located; service agreements were drafted, negotiated and approved by the Commissioners Court; drums and percussion instruments were ordered and have now been delivered; guitars are on order and are expected to arrive soon; and a location for drum circles has been secured in the Jury Empaneling Room at the Williamson County Justice Center, thus removing a transportation barrier, since drum circles will be available to veterans before WCVTC. In addition, a survey has been completed and will be given to veterans prior to participating in the program and again at the end of services. This will help the WCVTC ensure that performance measures are met and to recognize where and what improvements or changes to the programs should be considered. Finally, a program marketing plan was completed, which included creation of program flyers for each opportunity available to veterans and their families. Service providers attended the October 2nd WCVTC so veterans could learn of opportunities available to them through TVC grant funding. Many veterans were excited and eager to begin the music program that will begin on Monday, November 6th.

The music portion of the grant will use drums and guitars to help a veteran tap into all areas of their mind, body and spirit on their personal journey to recovery, healing and wellness. Two Health Rhythm Certified Facilitators will lead drum and percussion groups that are evidence-based and proven to help with:

1. **Self-expression** – the drum helps voice emotions that words alone cannot express;
2. **Camaraderie**- often missed when soldiers return to individual civian lives; and
3. **Empowerment** – the drum helps transform veterans from disabled to capable (Bensimon et al, 2008).

If a veteran prefers guitar as their form of expression, individual lessons will be available from Ken'z Guitars, who has a teacher available who is himself a combat veteran that used music as a part of his recovery and assimilation into civilian life. Individual lessons will be available during Phase 3 (Recovery Skills Development) and Phase 4 (Community Transition with Evidence of Treatment), integrating into the veteran's core treatment plan. This program can be an incentive to continue personal growth, rewarding efforts put into the program during Level 1 (Stabilization and Orientation) and Level 2 (Intensive Treatment).

LIFE PLANNING: The life planning portion of our grant will also be available to veterans on November 6th. Many of the veterans in the WCVTC have lost their way and purpose after their military service has ended. Many parts of their lives are in disarray due the end of a structured environment and because of PTSD, TBI and other problems that they acquired during their military service. Career paths are uncertain, finances are often in disorder and health and relationships have suffered after many times multiple deployments. Many have lost their direction, their sense of purpose and their ability to make a difference through their service. For these reasons, we propose life planning options that will offer practical, step-by-step coaching in the areas of relationships, health, finances, career, purpose and more. To help veterans achieve a healthy balance in life, the WCVTC will offer one of two classes: "Creating a Purposeful Life" a one-on-one class with Texas State professor, Dr. Omar Lopez, or "A Life in Balance" an 8-week group coaching series offered by the Center for Well Being. These two resources will help the veterans find direction in their lives and will offer our mentors opportunities for discussions. The programs will begin in Phase 4, becoming a capstone that gives the veteran a chance to apply and integrate what they learned in Phases 1 through 3. They will offer practical applications on real world challenges, with the benefit of a life coach. Life in Balance will become available on November 6th and will be offered at the Williamson County Justice Center prior to WCVTC, which helps veterans avoid a barrier of lack of transportation. Creating a Purposeful Life will be set around the veterans and Dr. Lopez's schedules, but transportation assistance will be made available to those participating. The goal for life planning is to help veterans find their way back to a meaningful, productive lives, filled with purpose and joy. We don't want veterans to just survive and complete the WCVTC…. we want them to thrive!

2. Briefly describe how Beneficiaries will access and/or be provided with Project services by your organization. Be specific in your answer and include the ***How*** of the Project.
   Veterans entering the WCVTC program are assessed by a clinician who help develop a treatment plan to address the individual needs of the veteran. Veterans may receive an assessment at the VA, our Local Mental Health Authority (Bluebonnet Trails Community Center), or with a licensed, private provider. The WCVTC recognizes the need for the veteran to have a voice in their road to recovery and the importance of person-centered treatment. Therefore, the WCVTC provides veterans individual treatment coordination. This is a time that a veteran who is tentatively approved for entrance into the court meets the Treatment Coordination Team, which consists of mental health professionals from the WCVTC Project Team. During this meeting they discuss treatment options and complete an individual Case Plan. The Case Plan shows the treatment providers chosen by the veteran to address their core diagnosis identified during their assessment. The veteran receives a copy of their Case Plan, as does the attorney for the state, case manager and court coordinator. The Case Plan is reviewed and updated by the Treatment Coordination Team and the veteran periodically during their participation in the WCVTC. When the veteran meets with the Treatment Coordination Team regarding "core" treatment required, they will also be given flyers that have been created for each program regarding "elective" opportunities to enhance their journey to recovery. Prior to swearing into the WCVTC program the veteran will also have the opportunity to meet with the Case Manager to make sure that they understand the WCVTC policies and procedures, their individualized Case Plan and special grant-funded programs that are available to them. The Case Manager and Court Coordinator will help the veterans connect with program resources and answer questions throughout their program.

Need Identified

1. What is the community need(s) or existing service gap(s) that the Proposed Project will address? Be specific in your answer and sufficiently describe the need that your service area faces to include the ***Why*** of the Project.

Williamson County remains one of the fastest growing counties in the State of Texas and the growth has not slowed. At the time of our last grant request the 2015 estimated population by the United States Census Bureau was 508,514, which was a 20.3% increase since the 2010 Census. The 2016 Census population estimate is 545,412, which is a 25.1% increase from the 2010 Census. The U.S. Census Quick Facts estimates the veteran population of Williamson County to be 33,706, which is affected by the proximity to Fort Hood, the largest military post in the country. Many veterans are returning from multiple deployments with PTSD, TBI, major depression, poly-trauma, and a whole host of complicating conditions such as substance abuse, family conflict and suicide risk (Tanielian & Jaycox, 2008). The tremendous growth in the county, shortage of public transportation, the number of veterans continuing to locate in Williamson County after their military service ends, and increasing numbers of veterans interacting with the criminal justice all identify need in our service area. The number of veterans arrested in 2016 was 701. From January 1, 2017 to October 15, 2017 there were already 660 arrests of veterans, which equals approximately 16 arrests per week. Using the 2016 data and extrapolating it out, that would indicate that the number of arrests expected in 2017 could be over 800 for the first time. The number of WCVTC participants is also continuing to increase, as it went from 22 in October of 2016 at last year's grant submission, to 43 participants in October 2017.

The WCVTC proposed project will address the shortage of public transportation and the growing need to help veterans who are having difficulty assimilating into our communities and their civilian life. WCVTC proposes the use of music and rhythm because music has had a long history of helping military service members convalesce in Army hospitals, as outlined in Technical Bulletin 187 that was issued in 1945 by the U.S. War Department. Since then there have been many studies documenting the success of using music with veterans, including "Music Therapy and Military Populations: A Status Report and Recommendations on Music Therapy Treatment, Programs, Research, and Practice Policy" (American Music Therapy Association, 2014). This white-paper documents how evidence-based music therapy can help "address cognitive, physical, communication, emotional and social needs of individuals across the life span." Music provides a way to reveal unconscious anxiety and fears, identify and work through traumatic experiences and change these memories into healthier associations. Neurologically, the human brain is able to receive and process music in both hemispheres and multiple locations of the brain (Alluri,Toivianinen, Jaaskelainen, Glerean, Sams, & Brattico, 2011), providing improved functional outcomes along the continuum of care, and becoming a positive component of an inter-disciplinary team.

The "Why" for the project remains the same as last year. It is a win-win for communities, tax-payers, public safety and especially the Williamson County veterans who have served our country, giving much of themselves and their families. Although the music portion of our project will begin in November after this grant is submitted, we want to show how including music into a veteran's treatment can promote life altering changes and improved quality of lives for the veteran and their family.

2. How did you identify the community need(s) or problem(s)? Be specific in your answer and sufficiently describe any methods used to identify that the need described above in **Need Identified #1** is present in <u>your service area</u>. Include references to data that may substantiate and support that this need exists in <u>your service area</u>.

   Williamson County began a jail survey in 2012, tracking the number of veterans that were arrested and taken to the Williamson County Jail. Through the years the breadth of information has increased and now includes: Name, Booking Date, Date of Birth, Social (helpful in verifying information with the VA), Sex, Branch of Service, Type of Discharge, Foreign War Experience, Injuries, Diagnosis, Offense, and an accrual of the number of days in jail. Williamson County also has mental health teams that respond to individuals in crisis. The Sheriff's Crisis Intervention Team (CIT) reports that the number of crisis calls involving veterans has increased in 2017. On average, they receive two to three calls per week regarding a veteran, usually as a result of PTSD and substance abuse. The Sergeant over the CIT informs that most calls involve flashbacks and/or depression and that approximately half of the cases involve suicidal ideations. Information is also gathered from our Veterans Service Officer, who along with her staff, understands the needs of veterans in the county. Williamson County also has a Behavioral Health Task Force that has representation from many fields including: mental health, social service, law enforcement, justice, education, and private behavioral health hospitals. This group identifies needs and gaps in service in the mental health system and routinely discusses the needs of veterans. A community survey conducted by the Williamson County and Cities Health District identified mental health as the number one community need in Williamson County. The transportation gap was also identified in the Community Health Assessment and by a group of community stakeholders that was led by the United Way of Williamson County.

3. How will the Proposed Project address the identified need(s) or problem(s)? Be specific in your answer and sufficiently describe how the components of the Proposed Project as described above in **Proposed Project Services #1** will assist in attempting to resolve the need described above in **Need Identified #1**.

Since mental health was identified as the number one need in the county, the WCVTC project aligns perfectly with this need. The expanded services of the WCVTC and the use of music in recovery will help veterans in their mental health recovery, helping them go beyond completing the WCVTC to incorporating life changing skills into their lives that will also help in their overall wellbeing and mental health. There is much data to support the use of music in trauma and specifically with veterans, including the following:

- Music therapy in traumatic brain injury rehabilitation improved patients' overall emotional adjustment while it decreased depression, sensation seeking, and anxiety; although control participants had better emotional adjustment and less hostility, they had decreased memory, positive affect, and sensation-seeking behaviors (Thaut, M.H., Gardiner, J.C., Holmberg, D., Horwitz, J., Kent, L., Andrews, G.…McIntosh, G.C. (2009) Annals of the New York Academy of Sciences, 1169, 406-416).
- Social interaction is promoted through group music making (Bensimon, M., Amir, D., & Wolf, Y. (2008) Drumming through trauma: Music therapy with post-traumatic soldiers. The Arts in Psychotherapy, 35(1), 34-48).
- Associations connected to trauma and traumatic memories were accessed in a non-intimidating way through group drumming, and emotional expressions (e.g., rage) were facelifted while promoting a sense of relief and empowerment (Bensimon et al., 2008).
- Though trauma can isolate and disconnect individuals from society, group drumming restored social relationships by fostering feelings of belonging (Bensimon et al., 2008).

A survey has been created to administer to veterans entering the program services and will again be administered after completion of the program. Reduction in recidivism is important, but measuring quality of life is also important in determining the effectiveness of the program. The survey will monitor changes in the following areas:

- Stability of housing
- Physical wellness
- Emotional wellness and being able to express feeling
- Positive, supportive relationships
- Finances and management of resources
- Occupational and/or educational goals
- Feeling of purpose

4. How is the Proposed Project unique from other similar services that may be available in your proposed service area? Be specific with details about what sets your Proposed Project apart.

As far as we are aware, there are no other veteran treatment court programs that use music as an interdisciplinary piece of treatment for their veterans.

Beneficiaries

1. As noted in Section IV. Program Guidelines, C. Eligibility of Beneficiaries, there are specific eligibility requirements for this grant program. Related to the information provided in **Need Identified** above, Applicants may elect to restrict Proposed Project services to particular groups to address needs by narrowing the eligibility of who can receive services through the Proposed Project. Examples include, but are not limited to:
   - Veterans of a particular era (such as Vietnam or OEF/OIF era Veterans);
   - Veterans with a specific character of discharge (such as Honorable, other than Dishonorable, etc.);
   - Veterans' duty status (such as National Guard, Reservist, or Active Duty); or
   - Particular Veteran dependents (such as dependents of newly separated veterans, or surviving spouses of reservists or Guards Members).

   Provide a definition below for each applicable category that will be eligible to receive services, listing any service restrictions of the Proposed Project. Be specific. Do not include the number of clients you anticipate serving.

   Veterans: Any veteran enrolled in the WCVTC is eligible to receive services. A veteran is a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable".
   Veteran Dependents: Veteran dependents will eligible for music lessons. A dependent is a spouse, minor son, or daughter, including stepchild or adopted child of a Texas veteran residing with the veteran or under age 24 if a full-time student. Dependents will be eligible for counseling service if openings are available. If desire is present, they may participate in drumming sessions.
   Surviving Spouses: The WCVTC focuses on veterans involved in the criminal justice system and will not serve surviving spouses.

   Choose from the list below all discharge statuses that will be accepted by your organization:
   ☒ Honorable
   ☒ General Under Honorable Conditions
   ☒ Other Than Honorable Conditions
   ☒ Bad Conduct
   ☒ Dishonorable
   ☒ Dismissed
   ☒ Uncharacterized

2. Describe any other restrictions on eligibility, if applicable (examples: the Court serves only misdemeanor offenses, beneficiaries must live in a specific service area like a county or region).

   The WCVTC only offers entrance into the program of veterans charged with a misdemeanor crime. Depending on the decision of the State, a felony charge may be reduced in the best interest of justice, which could allow entry

of a veteran that was originally charged with a felony. All categories of discharge statuses will be considered and evaluated on an individual basis.

3. If your organization receives grant funds, it will be responsible for tracking each individual Veteran, their dependents, and survivors that receive grant-funded service(s). The number of unduplicated Veterans, dependents and survivors, as well as cumulative totals, will be reported to the FVA quarterly.

   a. Estimated Number of Clients to be Served
   Enter the estimated number of unduplicated Veterans, Dependents, and Surviving Spouses to be served by the Proposed Project. The information to be entered is a **number**. Do not enter a percentage and do not enter a range.

Performance Measure	Estimated Number of Clients to be Served
Number of Veterans served. (Required performance measure for all applicants.)	65 Veterans
Number of Dependents served. (Required performance measure if served.)	5 Dependents
Number of Veterans' Surviving Spouses served. (Required performance measure if served.)	0 Surviving Spouses
Total Estimated Number of Clients to be Served	70 Total Unduplicated Beneficiaries

   b. Additional Performance Measures and Estimated Volume of Services Provided to Clients
      1. First enter additional performance measures that align with and are related to the Proposed Project in the Performance Measure column. For example, if the Proposed Project includes providing substance abuse counseling, an additional performance measure may be "number of substance abuse counseling sessions provided to beneficiaries."

         Then, provide the estimated volume over the grant funding period for the additional performance measure listed. For example, "120 sessions."

         Additional lines may be added.

Performance Measure	Estimated Volume of Services Provided to Clients
Example: *Number of substance abuse counseling sessions to beneficiaries.*	*Example:* *120 sessions*
Number of drumming sessions available to beneficiaries. (8 modules/drumming unit x 3 units/grant period)	24 sessions
Number of veterans attending drumming sessions. (8 veterans x 8-week unit = 64 veterans/unit x 3 drumming units/grant period).	192 veterans attending drumming sessions
Number of rides provided to veterans with ride services.	57 rides
Number of rides provided to veterans with Drive-a-Vet program.	30 rides
Number of guitar lessons provided to beneficiaries.	90 guitar lessons
Number of counseling sessions to beneficiaries.	3 counseling sessions
Number of veterans successfully graduating from WCVTC program.	20 veterans

   c. Goals and Anticipated Outcomes

1. First enter goals that align with and are related to the Proposed Project in the Goals column. For example, if the goal is to "clients completing the Veterans Court program will have their criminal charges dropped."

   Then provide the anticipated outcome for the goal listed in the "Anticipated Outcomes" column. For example, "85% of clients will complete the Veterans Court program."

   Additional lines may be added.

Goals	Anticipated Outcomes
Example: *Clients completing the Veterans Court program will have their criminal charges dropped.*	*Example:* *85% of clients will complete the Veterans Court program.*
Clients participating in drumming sessions will have an increased feeling of camaraderie.	85% of clients surveyed will report an increased feeling of camaraderie.
Clients participating in guitar lessons will have an improved feeling of well-being.	80% of clients surveyed will report an increase feeling of well-being.
Clients in need of transportation to treatment, court and resources needed will receive assistance.	95% of veterans in need of transportation will receive assistance.

2. Next, describe how you will determine if anticipated outcomes are met. Examples may include using a client satisfaction survey, following up with clients 30-90 days after receiving services to determine status, tracking pertinent client data.

   The WCVTC will document veterans receiving grant-funded services as required by the grant. The treatment court staff has created a satisfaction survey that we have begun administering to veterans who have been newly sworn into the WCVTC program. The veterans will again complete the survey immediately prior to completion of the WCVTC program and their graduation. A program satisfaction survey will also be given to veterans after completion of drumming circles and guitar lessons. Data will be compiled and analyzed to determine if the programs offered were successful in the eyes of the veterans, and if they had a meaningful impact on their lives and recovery. A comparison will also be made to see if veterans participating in the music/life planning options were more likely to consider the WCVTC program effective and life-changing as compared to veterans choosing to not participate.

Project Eligibility

1. Eligibility to receive services must be verified and documented. The RFA includes a list of **specific forms** your organization staff may use to verify eligibility of clients who can receive services and ensure that it is applicable to beneficiary definitions above in **Beneficiaries #1** (Veteran, dependent, surviving spouse related) and **#2** (any other applicable eligibility requirements). Select the forms your agency will use to verify eligibility.

   ☒ DD Form 214, Certificate of Release or Discharge from Active Duty
   ☒ NGB-22, National Guard Report of Separation and Record of Service
   ☒ NA Form 13038, Certification of Military Service
   ☒ Department of Veterans Affairs (VA) official letter or disability letter with character of service listed
   ☒ E-Benefits summary letter with character of service listed
   ☒ Honorable discharge certificate
   ☒ Uniform Services Identification Card
   ☒ State of Texas Issued Driver License with Veteran designation

If dependents and surviving spouses are listed as eligible beneficiaries, include how their eligibility will be verified. Select the forms your agency will use to verify eligibility

Dependents:

☒ Uniform Services Identification Card
☒ Marriage Certificate
☒ Birth Certificate
☒ Adoption Certificate

Surviving Spouse:

☐ Uniform Services Identification Card
☐ Marriage Certificate
☐ Death Certificate or one of the forms listed above for Veterans eligibility

2. Describe how the eligibility verification documents will be retained (example: as listed in your organization's retention policy) **and** maintained (example: in locked filing cabinet or electronically on your organization's server).

Note: Retention period must meet minimum requirements as defined in 2 CFR 200.333 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Participants of the WCVTC are pre-screened; service connection is verified through DD-214's and the VA. All applicants will be screened to determine veteran's status and financial need. Data and documentation will be retained for reporting purposes. Records will be securely kept in an electronic format. Records will be kept in accordance with the Williamson County retention policy and veteran's privacy will be protected, except as required for grant reporting purposes. Williamson County will follow CFR 200.333 – Retention requirements for records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award shall be retained for a period of three years from the date of submission of the final expenditure report.

Project Principal Participants

List the principal participants in the organization. Indicate which principal(s), if any, are Veterans. **Refer to the RFA Section III. Definitions of Key Terms for who is considered a Principal Participant.** Résumés are to be included for each Principal Participant and should describe applicable experience by position

Name of Principal Participant	Title	Veteran (Y/N)	# of years of experience in position	Résumé Attached (Y/N)
1. Honorable Laura Barker	Judge County Court at Law 2	N – Military Family	1 year 5 mo. As Judge/16 years attorney	Y
2. Kathy Pierce	Executive Assistant to Commissioner Long	N – Military Family	16	Y
3. Jim Cochrun	Certified Health Rhythm Facilitator	Y	3	Y
4. Matthew Watkins	Assistant County Attorney	Y	3	Y
5. Jody Cook	Grants Specialist – Williamson County Auditor's Office	N – Military Family	6	Y

1. What are the roles, responsibilities, and qualifications of the Principal Participants listed in the table above as related to the Proposed Project? For example, if a CFO is listed as a principal participant, the description should reference his/her role, responsibilities, and qualifications to the Proposed Project.

Principal Participant #1 : **Laura Barker** - Oversees the WCVTC program, including but not limited to final decisions on sanctions and incentives.

Principal Participant #2 : **Kathy Pierce** - Works closely with the Judge, Court Coordinator and Grants Specialist to ensure proper administration of grant and funds are expended appropriately. Writes, monitors and completes grant reporting in a timely manner, with assistance of Grants Specialist from the Auditor's Office.
Principal Participant #3: **Jim Cochrun** is a Certified Peer Mentor and Certified Health Rhythm Facilitator who will facilitate drumming sessions.
Principal Participant #4: **Matthew Watkins** – is a military veteran and Assistant County Attorney. He will receive and review participant WCVTC applications, ensuring that military forms are in order and that the veteran is eligible for participation in the program. He ensures that court filings are accurate and complete.
Principal Participant #5: **Jody Cook** – Jody is an experienced member of the Williamson County Auditor's Office that has successfully monitored several large State and Federal grants. Jody is detail oriented and very familiar with reimbursement grants. She will monitor grant budget, request funding for allowable reimbursements and will provide appropriate documentation with each request.

Partnerships

List agencies and/or organizations that your organization partners with to assist in serving Beneficiaries as part of the Proposed Project. Use additional page(s) if needed. Note: Partnerships may be subject to verification.

Name of Partner Organization	Address	Telephone	Website
Bluebonnet Trails Community Center	109 N. Georgetown Street, Round Rock, TX 78664	512-255-1720	www.bbtrails.org
Williamson County Veterans Service Officer	301 S.E. Inner Loop, Georgetown, TX 78626	512-943-1900	www.wilco.org

1. Describe the role and how each partner listed in the table above is necessary to accomplish the Proposed Project.

   Bluebonnet Trails Community Center is the Local Mental Health Authority for Williamson County. Bluebonnet Trails provides a Jail Diversion Specialist who is familiar with mental health and local resources; a Licensed Chemical Dependency Counselor (LCDC) to provide guidance to the WCVTC Project Team on substance abuse issues that arise; and Certified Peer Mentors. Both the Jail Diversion Specialist and the LCDC attend and participate in court meetings where progress of veterans and compliance with Case Plans are reviewed. Both are voting members of Project Team and a part of the Treatment Coordination Team that works with veterans to develop their Case Plan.

   Williamson County Veterans Services Officer attends treatment court meetings and assists participants in the WCVTC program in understanding and enrolling in benefits that they have earned through their military service.

Marketing and Outreach

1. Does your organization have an outreach and/or marketing plan to ensure your organization is able to reach and provide services to the Estimated Number of Clients to be Served as listed in the table for **Beneficiaries #3**?
   ☒ Yes ☐ No

2. If yes, describe the outreach and/or marketing plan and how it will ensure that your organization is able to reach and provide services to the Estimated Number of Clients to be Served as listed in the table for **Beneficiaries #3**.

   WCVTC developed an outreach plan in August 2017 that satisfied a goal in our initial grant. The plan helps ensure the community and defense bar is familiar with the program. A well-informed community and bar association helps increase potential program mentors, increases support through donations of juror's compensation, and increases the likelihood of defense attorneys advising their clients to enter the WCVTC program. An informed defense bar and quick identification of veterans involved in the criminal justice system through a jail survey, helps with prompt placement of veterans into the WCVTC program, which is a key component of a veteran's treatment court. The outreach plan also includes a marketing plan to ensure performance measures are reached for

TVC grant funding. The marketing plan includes good communication with veterans and the disbursement of flyers highlighting program opportunities available to veterans through TVC grant funding. Information and/or flyers will be available to veterans through Treatment Coordination Team, Case Manager, Court Coordinator and through mentors. In addition to disbursement of flyers, the WCVTC invited service providers to attend the October 2nd court date to share information about their programs and to allow the veterans to meet the providers to ask questions.

Sustainability after the Grant

1. If your organization were to receive a one-year FVA grant, will the Proposed Project continue after the one-year grant period if you did not receive additional FVA funding?
   ☐ Yes ☒ No

2. If yes, please describe how the Proposed Project will continue. Be specific. Include in your answer what other funding will be available to your organization and what other organizations with whom you may be partnering or working to carry on the work of the Proposed Project after June 30, 2019:

   We would try to continue some of the services, but could not keep the program at this time in its entirety. If we did not receive grant assistance, we would attempt to keep some portions of the of the program through volunteers in the community and perhaps with a partnership with local universities.

3. If your organization has received FVA funding in the past for the Proposed Project, describe why you are applying for a grant again.

   We received FVA funding during the 2017-2018 cycle. The first quarter of the grant was spent with planning and organization to ensure successful achievement of performance measures. We are requesting funding to allow for more time to demonstrate how this innovative project can make significant and meaningful changes in the lives of the veterans and their families. During the previous grant we needed to purchase equipment and with less equipment to be purchased in the current grant application, we will be able to provide more direct services to veterans.

Part II – Organization Background

Previous FVA Grant Awards

List any previous grants your organization was awarded from the FVA.

Amount Awarded	Grant/Contract #	Begin Date	End Date	Final Exp %	Final Perf %	Was previous funding for the same Proposed Project under this application? (Y/N)
$30,000	VTC_17_0488	07/01/2017	06/30/2018	NA	NA	Y

$30,000 Total FVA Grant Awards

Other Grants and TVC Contracts

1. List all grants and TVC contracts your organization received within **the last two (2) years**. Do not include FVA grants listed above. Do not list in-kind donations. Use additional pages if needed.

Amount Awarded	Grantor	Grant/Contract #	Begin Date	End Date	Audit Performed (Yes or No)
$104,000	Governor's Office	#2758104	09/01/2017	08/31/2018	No

$104,000	Governor's Office	#2758103	09/01/2016	08/31/2017	No

$7,559,736 Total Other Grant Awards – See Exhibit Wilco Grants

2. Provide a brief narrative for each TVC (non-FVA) contract that is listed in the above table.
Williamson County is an entitlement community and receives funds directly from HUD. In addition, Williamson County as a manages grants from U.S. Department of Agriculture; U.S. Department of Interior; U.S. Elections Assistance Commission; U.S. Department of Justice; U.S. Department of Homeland Security; U.S. Department of Health and Human Services; Federal Emergency Management Agency; and U.S. Department of Transportation.

Fiscal Management

Answer each question below and do not leave any item unanswered.

1. What software does your organization used to record accounting transactions?
Oracle Financials.

2. Does your organization have written accounting policies and procedures for the following? Please be aware that you may be asked to provide copies of the below policies and procedures to FVA staff should you be awarded a grant. Do not list N/A.

	YES	NO
A. Procurement	☒	☐
B. Vendor Payments	☒	☐
C. Payroll	☒	☐
D. Grants Administration	☒	☐
E. Cash Management	☒	☐
F. Travel	☒	☐
G. Capitalization and Equipment	☒	☐

3. Indicate if each statement is true or false for your organization. Do not list N/A.

	TRUE	FALSE
A. There has been no staff turnover or reorganization in the past 6 months.	☒	☐
B. The organization uses a Chart of Accounts.	☒	☐
C. Time sheets are approved and signed by supervisory personnel.	☒	☐
D. An A-133 Single Audit has been performed in the past 2 years.	☒	☐
E. Travel receipts are submitted for travel reimbursement requests.	☒	☐
F. At what amount does your organization capitalize equipment?	$5,000 – Anything over $500 in inventoried	

Performance Reporting

1. What type(s) of data collection tools will your organization use to document Beneficiaries receiving services (required performance measure) and any additional performance measures noted in **Beneficiaries #3 a., b.,** and **c.**?

We will collect data using Excel spreadsheets, completed with collected receipts and veteran sign-in sheets from offered programs. Back-up information will provide necessary information for grant reporting.

2. How will your organization consolidate the collected data **to ensure that beneficiaries that are reported to the FVA are unduplicated**?

   We will compile a spreadsheet with all veterans enrolled in the WCVTC. This will allow us to quantify the number of times that each veteran used services available. Sign-in sheets will be used for activities. The sign-in sheets will be kept for records and the data recorded on the master spreadsheet for grant reporting. Veterans requiring assistance with transportation must contact the Court Coordinator to arrange the ride. Receipts from Uber or taxi service will have veterans name on the receipt and provide additional support of unduplicated beneficiaries.

Part III – Budget Tables and Budget Narratives

The budget is broken up into Direct and Indirect Costs. Within Direct Costs there are six allowable sections. Indirect Costs has one section. Each section represents a Budget Category that will make up your Total Grant Amount Request. The total grant amount request must equal the Amount Requested checked in **Part I – Proposed Project**.

Complete each Table as applicable to your Proposed Project. Costs must be broken out in Tables to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the grant project. Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Following each table, a narrative description supporting and discussing each budget item must be entered, as well as a calculation demonstrating how the cost was arrived at. For example, if there is travel in the budget, the narrative must discuss travel and the appropriateness of travel to the project, and the narrative must include calculations to support how the cost was determined.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

All tables should be rounded to the nearest whole dollar. Do not leave a table blank. Place an "N/A" in the first line and a "0" in Total for the table if you are not budgeting those cost in this application.

DIRECT COSTS

A. Salaries and Wages

1. Enter **each** employee that will be directly associated with the Proposed Project. Enter their position title, employee name, percent of time to be allotted to the Project, and employee's annual salary rate.

Table A

Position Title	Employee Name	Annual Salary	% of Time Allocated to the Grant	Total Cost
N/A	N/A	N/A	N/A	N/A
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
			Total Table A	$0.00

1. Describe the roles, responsibilities, and qualifications including any required license or certification of each of the positions listed under Salaries and Wages **and** how each of those roles are necessary to accomplishing the Proposed Project. Positions allocated 10% or less must be justified as directly working on the grant. Narrative must also include a calculation to demonstrate how the cost was determined.

N/A

B. Fringe Benefits

1. For each Position listed in Table A, include the annual fringe benefits for that position.

Table B

Position Title	Employee Name	Annual Fringe Benefits	% of Time Allocated to the Grant	Total Cost
N/A	N/A	N/A	N/A	N/A
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
		$	%	$
			Total Table B	$0.00

2. Describe the benefits– including health insurance, annual leave, social security and any other applicable fringe benefits – for each position listed in Table B **and** how each of those benefits are necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.
   N/A

C. Travel

1. Enter employee travel in the table below. This can include travel to and from conferences, training, outreach, and travel to provide services to Beneficiaries. As noted in the RFA Section XI. Grantee Training, funds do not need to be budgeted for travel to Austin, TX for grantee training. This training will be done remotely via webinar or conference call, or in some instances, FVA staff may conduct onsite training visits at the Awarded Applicant's facility.

Table C

Travel Expense	Reason for Travel	No. of Staff	No. of Days	Total Cost
N/A	N/A	N/A	N/A	N/A
				$
				$
				$
				$
				$
			Total Table C	$0.00

2. Provide a description for each travel item included in the Table above. The description should include, but is not limited to, what the travel is for, who is traveling, costs to be used for mileage rates, meal rates per day, conference registration fees, **and** why the travel is necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.
   N/A

D. Capital Equipment

This line is not applicable to this FVA grant application and should be left blank.

E. Supplies

1. Enter a description, unit cost and quantity for each item of supplies to be purchased for the Proposed Project. This category includes normally consumable and general use items that do not reach the threshold for capital equipment. This can include, but is not limited to, general office supplies, furniture, laptops, printers, and toner.

Table E

Description of Supplies	Unit Cost	Quantity	Total Cost
N/A	N/A	N/A	N/A
	$		$
	$		$
	$		$
	$		$
	$		$
		Total Table E	$0.00

2. Provide a description for each item of supply listed in the Table above **and** explain why each supply item is necessary to accomplish the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.
   N/A

3. If this is a continuation request and your organization was previously awarded funding for the Proposed Project, note each item of supply listed in the Table above that was also requested as part of a previously funded application **and** explain why it is being requested again. Examples of such items of supply may include laptops, projectors, printers, phones.
   N/A

F. Client Services

1. List each client service and the cost of each service. Client Services may include, but is not limited to, participant support costs such as emergency financial assistance, transportation assistance, stipends for beneficiaries to attend trainings, mileage for staff to transport a client, and any **contract personnel** that will be providing services to Beneficiaries. An itemized break-out of each client service is required, and extra lines may be inserted into this table.

Table F

Client Service	Maximum Cost per Client	No. of Clients to be Served	Total Cost
Guitar Lessons ($30/hours x 15 lessons/veteran participant = $450/veteran)	$450	6	$2,700
Certified Drum Facilitator ($10/veteran for 1 and a ½ hour session) Expect 8-10 veterans/session with approximately 24 sessions	$80	30	$2,400
Contract Master Level Psychologist ($75/hour x 4.5 hours/week x 51 weeks)	$191	90	$17,215
Purposeful Life Course (18 hours/veteran of individual meetings @ $20/hours = $360 x 7 veterans	$360	7	$2,520
A Life in the Balance Course ($395 for 8-week course x 9 veterans = $395	$395	9	$3,555
Transportation: Taxi - $30/ride x 23 = $690; Uber - $20/ride x 31 = $620; Tolls - $15/ride x 20 = $300 for total transportation $1,610	$201	8	$1,610
	$		$
		Total Table F	$30,000

2. Provide a description for each Client Service listed in the Table above **and** explain why each cost is necessary to accomplish the Proposed Project. Include, if applicable, the maximum amount of assistance to be provided to clients. Narrative must also include a calculation to demonstrate how the cost was determined.

Guitar: A discount was given by Ken'z Guitars, allowing veterans to have a full hour at the cost of $30/hour. A service agreement has been signed and approved by Commissioners Court. $30/hour x 15 lessons/veteran allows veterans to have a lesson every other week during Phase I and Phase II of their program.

Drums: Two Certified Health Rhythm Facilitators have been contracted to provide drum circles. Sessions will work to improve self-expression, camaraderie and empowerment to transform veteran to a liberated warrior, capable of success in the civilian world. Facilitators will be paid $10/veteran for a 1 and ½ hour session. 8 to 10 veterans are expected per session. Estimated $100/session x 24 sessions = $2,400.

Master Level Psychologist: Will ensure quality practice standards are met in drumming circles, will assist Project Team in mental health discussions while reviewing veterans progress and will serve on the Treatment Coordination Team to help veterans develop their Case Plan. $75/hour x 4.5 hours per week = $360/week x 51 weeks = $17,215.

Life Planning: Veterans will be offered a choice between two practical step-by-step coaching programs that will help them to continue the success that they have achieved through completion of their treatment program. The programs are optional for veterans and will be during Phase III of their treatment. The Purposeful Life Course is 18 hours/veteran @ $20/hour = $360/course x 7 veterans = $2,520. The Life in the Balance Course if $395 for 8-week course x 9 veterans = $3,555.

Transportation: To fill the need for transportation we will use three options, which are listed from most expensive to least expensive – Taxis, ride service Uber and initiating a Drive-a-Vet program. We will attempt to use the most cost-effective form first, but will use taxi service if necessary. During our first year grant we have realized how costly a taxi is to the VA in Austin. For a round trip it is $150. As a result, we have begun using Uber and volunteers, but need to reimburse volunteers with toll fees. Taxi inside the county is approximately $30/ride x 23 rides = $690. Uber within the county is approximately $20/ride x 31 rides = $620. Tolls to the VA in Austin are approximately $15 x 20 rides from volunteers requesting reimbursement for tolls. The total of all forms of transportation are $1,610.

G. Construction

The FVA grant does not cover the cost of construction. This line is blank.

H. Other Direct Costs

1. List any direct costs not included in the above tables. Direct costs that appear indirect in nature need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

Table H

Other Direct Costs	Annual Cost	Allocation % (if applicable)	Total Cost
N/A	N/A	N/A	$0
	$	%	$
	$	%	$
	$	%	$
	$	%	$
	$	%	$
	$	%	$
		Total Table H	$0.00

2. Provide a description for each item of other direct costs listed in the Table above **and** explain why each cost is necessary to accomplish the Proposed Project. If costs are allocated an approximate percentage to be charged to this grant is to be included. Narrative must also include a calculation to demonstrate how the cost was determined.
   N/A

I. Total Direct Charges

All Personnel, Fringe Benefits, Travel, Supplies, Client Services and Other Direct Charges should sum to Total Direct Charges on Line I of Table K below.

INDIRECT COSTS

J. Indirect Costs

Allowable Indirect Cost Recovery for FVA grants is limited to 10% of total direct costs for all applicants. Indirect charges are those items that are often considered "overhead," and can be classified as those costs associated with accounting, human resources, and other administrative and facility-related costs.

Typical examples of indirect cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration, such as the salaries and expenses of executive officers, personnel administration, and accounting.

Please keep in mind that direct and indirect costs must be treated in a similar manner as they are across your organization and may be reviewed for accuracy during compliance visits.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

For more information regarding direct and indirect costs, please see 2 CFR §200.412-414.

1. Enter the total Direct Costs in Table J. to calculate the total allowable Indirect Recovery. Then enter the total Indirect Recover to be charged to the grant – this amount may not be more than the total allowable Indirect Recovery.

   Table J

Total Direct Costs (Total of Table A through Table H)	Maximum Indirect Costs (as percentage of Direct Costs)	Total Allowable Indirect Recovery	Total Indirect Recovery to be Charged to Grant
$30,000	**10%**	N/A	N/A
		Total Table J	$0

2. Provide a basic line item description for each indirect cost (ex. Executive Director, IT, Facilities). No further explanation is required. Again, direct and indirect costs are to be treated consistently and similarly either as a direct or an indirect cost in order to avoid double-charging the grant.
   N/A

K. Budget Table

Enter the all Total lines from Tables A-H and J on the corresponding line below. The total of Table K **must** match the grant amount being requested in **Part I: Proposed Project Information Amount Requested**.

Table K

Table	Budget Category	Total Cost
DIRECT COSTS		
A	Salaries and Wages	$0.00
B	Fringe Benefits	$0.00
C	Travel	$0.00
D	Capital Equipment	
E	Supplies	$0.00
F	Client Services	$30,000
G	Construction	
H	Other Direct Costs	$0.00
I	**Total Direct Costs**	$30,000
INDIRECT COSTS		
J	Indirect Costs	$0.00
	Total Indirect Costs	$0.00
	Total Grant Amount Requested	$30,000

L. Matching Funds

Describe what other funding sources and/or matching funds your organization will be using to support and accomplish the goals of the Proposed Project. This information helps to provide a complete picture of what resources will be used to accomplish the Proposed Project. Be specific in your answer by including, for example, any other grants that may fund portions of the Proposed Project, in-kind donations, or volunteer time that assists in the delivery of Proposed Project services.

Williamson County (County) receives funding from the Governor's Office that helps support some of the core positions of the Project Team – Court Coordinator and Case Manager. The County pays a stipend to the defense attorney that represents the veterans during their participation in WCVTC. The County pays the salary of Principal Participants #1, #2, #4 and #5, who all work many hours each week on the WCVTC to ensure its success. Williamson County Probation also spends time and resources in the operation of the program. A special court foundation has been established that helps overcome obstacles in veterans lives, such as purchasing a mattress for a veteran with back problems and a carburetor for a veteran who could not afford to repair his vehicle. Finally, but certainly not least, the WCVTC has a Mentor Coordinator that volunteers many hours per week and now there are over 15 mentors that donate generously of their time to help WCVTC participants. Businesses also are supportive and donate food and other goods to make graduation and leveling up to the next phase in the program special for the veterans and their families.

Commissioners Court - Regular Session **23.**

Meeting Date: 07/10/2018

North Campus Facility P324 - Change Order 56

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #56 in the amount of $5,676.00 to fund additional data outlets including cabling and patch panel work, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 56

NCF CO56 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:42 PM
Form Started By: Gina Wrehsnig		Started On: 06/29/2018 09:36 AM
Final Approval Date: 06/29/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

June 04, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0056

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide 6-Data Add to Rm. h103 & Patch Panel and Outlet Label Change for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Form B, Subcontractor Pricing Back-up

Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0056

QUOTATION :

Item	Labor	Materials	Subs	Total
6-Data Add to Rm. h103	$0.00	$0.00	$1,185.00	$1,185.00
Patch Panel & Outlet Label Change	$0.00	$0.00	$4,491.00	$4,491.00
To Be Funded By Owners Contingency	$0.00	$(5,676.00)	$0.00	$(5,676.00)

Totals	$0.00	$(5,676.00)	$5,676.00	$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: 6/4/2018

Accepted

By: Dwayne Dorsett

Date

VAUGHN CONSTRUCTION

By:

Doug Boram

Proposal Valid for 10 Days

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	OCO	0	-	$377,829	$0	$0	$47,387	($425,216)	$0	$0	$22,712,676
54	OCO	0	-	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	-	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
Current Amounts		**201**	**201**	**$20,088,923**	**$244,111**	**$186,541**	**$2,078,987**	**($560,720)**	**$674,834**	**$22,712,676**	**$22,712,676**

REQUEST FOR CHANGE

RFC #	**004**
RFC Date	3/22/2018
Project Name:	Wilco North Campus Facilities
Project Number:	
Page Number:	1

Client Address:

Vaughn Construction
3171 SE Inner Loop
Georgetown, TX 78626

Work Description

We are pleased to offer the following change proposal for your review. Titus Group proposes to furnish labor and material for a complete structured cable installation in accordance with **6-Data Add to Room H103** dated 03/22/2018.

RFC# 004 PRICE: 1,185.00

SCOPE:
This RFC includes labor and material to install 6 new Data drops in building H storage room H103 from the MDF H113, terminate, test, & label.
1. Install 6 new CAT6 cables from the MDF to room H103.
2. Terminate cables on newly procured jacks on both ends.
3. Label cables on both ends and label panels/outlets per specifications.
4. Test cables per specifications.

EXCLUSIONS:
1. Hoisting or lifting.
2. Cutting or patching of concrete, masonry, brick, etc.
3. Cutting or patching of sheetrock, plaster, etc.
4. Painting or priming of any kind.
5. Overtime, expediting fees.
6. Plywood Backboards
7. Man Lifts.
8. Floor Cores/Sleeves.

CLARIFICATIONS:
1. Pricing is valid for 15 days from date of this change proposal
2. Titus Systems reserves the right to withdraw this proposal upon discovery of information that may alter this proposal's scope and final amount.

If you have any questions regarding this proposal please contact me at (737) 215-1644.

Sincerely,
Titus Systems, LLC.

Brian Elliott
Project Manager

Itemized Breakdown

REQUEST FOR CHANGE

Client Address:

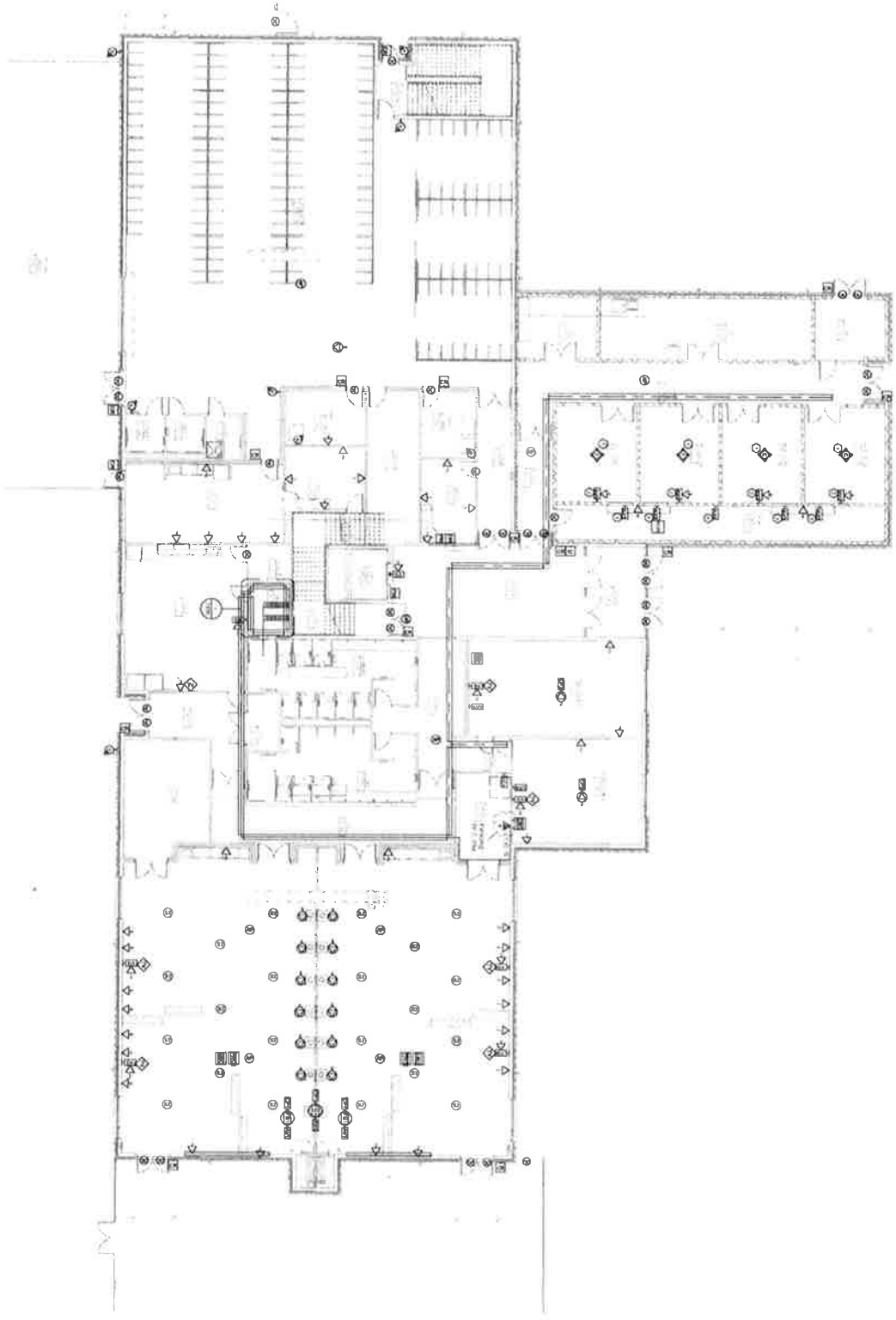
Vaughn Construction
3171 SE Inner Loop
Georgetown, TX 78626

RFC #	**004**
RFC Date	3/22/2018
Project Name:	Wilco North Campus Facilities
Project Number:	
Page Number:	2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
CAT6 UTP PLENUM	960	0.35 E	336.00	9.00 M	8.64
CAT6 JACK	12	5.14 E	61.68	0.20 E	2.40
LABEL - PORT	12	0.10 E	1.20	7.00 C	0.84
LABEL - CABLE	12	0.10 E	1.20	7.00 C	0.84
CABLE TEST (4-PAIR) DATA	6	0.10 E	0.60	0.25 E	1.50
FACEPLATE 6-PORT	1	2.00 E	2.00	0.10 E	0.10
Totals	**1,003**		**402.68**		**14.32**

Summary

MATERIAL		
Total Material		**402.68**
Direct Labor	588.98	
Indirect Labor	170.00	
Total Labor		**758.98**
General Expenses		23.56
Subtotal		**1,185.22**
Final Adjustment		-0.22
Final Amount		**$1,185.00**



TECHNOLOGY - KEYNOTES

100% CD

NORTH CAMPUS FACILITY

WILLIAMSON COUNTY

3151 SE INNER LOOP

Th-1.01

TITUS REQUEST FOR CHANGE

RFC #	**005**
RFC Date	3/28/2018
Project Name:	Wilco North Campus Facilities
Project Number:	
Page Number:	1

Client Address:

Vaughn Construction
3171 SE Inner Loop
Georgetown, TX 78626

Work Description

We are pleased to offer the following change proposal for your review. Titus Group proposes to furnish labor and material for a complete structured cable installation in accordance with **Patch Panel & Outlet Label Change** dated 3/28/18.

RFC# 005 PRICE: 4,491.00

SCOPE:
This RFC includes labor and material costs to replace all patch panel and faceplate labels at owners request & to their modified specifications in buildings D, G, & H.
1. Remove existing patch panel & faceplate labels in buildings D, G, & H, that were installed per contract specifications.
2. Install new patch panel & faceplate labels per owners specifications in buildings D, G, & H.
3. All patch panel and faceplate labels that have not yet been installed, will be installed per owners specifications at no additional cost.

EXCLUSIONS:
1. Hoisting or lifting.
2. Cutting or patching of concrete, masonry, brick, etc.
3. Cutting or patching of sheetrock, plaster, etc.
4. Painting or priming of any kind.
5. Overtime, expediting fees.
6. Plywood Backboards
7. Man Lifts.
8. Floor Cores/Sleeves.

CLARIFICATIONS:
1. Pricing is valid for 15 days from date of this change proposal
2. Titus Systems reserves the right to withdraw this proposal upon discovery of information that may alter this proposal's scope and final amount.

If you have any questions regarding this proposal please contact me at (737) 215-1644.

Sincerely,
Titus Systems, LLC.

Brian Elliott
Project Manager

Itemized Breakdown

REQUEST FOR CHANGE

Client Address:

Vaughn Construction
3171 SE Inner Loop
Georgetown, TX 78626

RFC # 005
RFC Date 3/28/2018
Project Name: Wilco North Campus Facilities
Project Number:
Page Number: 2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
Label Patch Panel	621	0.31 E	192.51	7.00 C	43.47
Label Faceplate	621	0.31 E	192.51	7.00 C	43.47
Totals	**1,242**		**385.02**		**86.94**

Summary

MATERIAL			
Total Material			**385.02**
Direct Labor		3,042.90	
Indirect Labor		170.00	
Total Labor			**3,212.90**
General Expenses			121.72
Subtotal			**3,719.64**
Overhead	(@ 15.000 %)	557.95	
Markup	(@ 5.000 %)	213.88	
Subtotal			**4,491.47**
Final Adjustment			-0.47
Final Amount			**$4,491.00**

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 56

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 56

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56		Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57		Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58		Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59		Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60		Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61		Owner	0	$ 49,269.00	$ -	$ (49,269.00)					$ 22,712,677.00
			196	**$ 20,988,949.00**	**$ 244,463.00**	**$ 50,094.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,343,451.00

Commissioners Court - Regular Session **24.**

Meeting Date: 07/10/2018

North Campus Facility P324 - Change Order 58

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #58 in the amount of $24,379.00 to fund the backflow preventer installation at the water main, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 58

NCF CO58 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:43 PM
Form Started By: Gina Wrehsnig		Started On: 06/29/2018 09:39 AM
Final Approval Date: 06/29/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

June 07, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0058

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Installation of Backflow Preventer for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0058

QUOTATION :

Item	Labor	Materials	Subs	Total
Installation of Backflow Preventer	$0.00	$0.00	$24,379.00	$24,379.00
To Be Funded By Owners Contingency	$0.00	$(24,379.00)	$0.00	$(24,379.00)
Totals	$0.00	$(24,379.00)	$24,379.00	$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: 6/13/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	OCO	0	-	$377,829	$0	$0	$47,387	($425,216)	$0	$0	$22,712,676
54	OCO	0	-	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	-	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	0	-	$71,589	($9,317)	($62,272)	$0		$0	$0	$22,712,676
58	OCO	0	-	$24,379	$0	($24,379)	$0		$0	$0	$22,712,676
Current Amounts		**201**	**201**	**$20,184,891**	**$234,794**	**$99,890**	**$2,078,987**	**($560,720)**	**$674,834**	**$22,712,676**	**$22,712,676**

WPM Construction Services, Inc.

PCO no. 18 Install Backflow Preventers

Item #	Description	Quantity	Units	Unit Cost Material	Material Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Labor	Labor Cost	Subtotal
	Superintendent	11.00	HR							$ 92.18	$ 1,013.98	$ 1,013.98
	Superintendent OT	5.00	HR							$ 117.85	$ 589.25	$ 589.25
	Operator	8.00	HR							$ 33.04	$ 264.32	$ 264.32
	Operator OT	5.00	HR							$ 46.40	$ 232.00	$ 232.00
	Pipe Layer	24.00	HR							$ 34.30	$ 823.20	$ 823.20
	Pipe Layer OT	12.00	HR							$ 48.22	$ 578.64	$ 578.64
	Laborer	21.00	HR							$ 26.78	$ 562.38	$ 562.38
	Laborer OT	7.00	HR							$ 37.36	$ 261.52	$ 261.52
	Capitol Precast (See Attached Invoice)	1.00	LS	$ 17,838.00	$ 17,838.00							$ 17,838.00
												$ 22,163.00
										Labor OH&P	15.00%	$ 649.50
										Material OH&P	15.00%	$ 2,675.70
										Equipment OH&P	15.00%	$ -
	Date: 6/4/2018									Subcontrator OH&P	0.00%	$ -
												$ 25,488.00

Note:
1)

Subtotal 22,163
OH&P(10%) 2,216

TOTAL
$24,379

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 58

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 58

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56		Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57		Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58		Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59		Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60		Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61		Owner	0	$ 49,269.00	$ -	$ (49,269.00)					$ 22,712,677.00
			196	**$ 20,988,949.00**	**$ 244,463.00**	**$ 50,094.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,343,451.00

Commissioners Court - Regular Session **25.**

Meeting Date: 07/10/2018

North Campus Facility P324 - Change Order 59

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #59 in the amount of $2,128.00 to fund additional electrical work at building D, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

Background

This change order is to fund the installation of an owner requested power outlet and circuit to support added radio equipment.

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 59

NCF CO59 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:43 PM
Form Started By: Gina Wrehsnig		Started On: 06/29/2018 09:40 AM
Final Approval Date: 06/29/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

June 19, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0059

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Installation of Receptacle in Bldg. d Storage Room per Owner's Request for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Mark Brown - BLGY
Brody Harris - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0059

QUOTATION :

Item	Labor	Materials	Subs	Total
Install Receptacle in Bldg. d Storage Room	$0.00	$0.00	$2,107.00	$2,107.00
Subcontractor Default Insurance	$0.00	$21.00	$0.00	$21.00
To Be Funded By Owners Contingency	$0.00	$(2,128.00)	$0.00	$(2,128.00)
Totals	$0.00	$(2,107.00)	$2,107.00	$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: 6/19/2018

Accepted

By: Dwayne Dorbet

Date

VAUGHN CONSTRUCTION

By:

Doug Boram

Proposal Valid for Days

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	OCO	0	-	$377,829	$0	$0	$47,387	($425,216)	$0	$0	$22,712,676
54	OCO	0	-	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	-	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	0	-	$71,589	($9,317)	($62,272)	$0		$0	$0	$22,712,676
58	OCO	0	-	$24,379	$0	($24,379)	$0		$0	$0	$22,712,676
59	OCO	0	-	$2,107	$0	($2,128)	$21		$0	$0	$22,712,676
Current Amounts		**201**	**201**	**$20,186,998**	**$234,794**	**$97,762**	**$2,079,008**	**($560,720)**	**$674,834**	**$22,712,676**	**$22,712,676**

SCHMIDT ELECTRIC

June 18, 2018

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

Reference: Williamson County North Campus Facility
Electrical Proposal PCO- 038

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

Proposal: **$ 2,107.00**
Two Thousand One-Hundred and Seven dollars

Inclusions:

Item No.	Description
1	Install new receptacle in building D storage room.
2	Install new receptacle in building H electric room.

Exclusions and Clarifications:
Price is firm for 30 days from the date of this proposal.

Work was completed on T&M.

Sincerely,

_____

Accepted By **Date**

Schmidt Electric Company
Scott Schwartz
Project Manager
Rev:0
cc: File

SUBCONTRACTOR UNIFORM CHANGE ORDER REQUEST SUMMARY SHEET

Date: 06/18/2018

General Contractor Change Order Request No. _____

Subcontractor Change Order Request No. PCO-038

Contractor Name Schmidt Electric Company

CHANGE ORDER DESCRIPTION:
Install receptacles in building D and H for new equipment.

DIRECT LABOR COSTS - see attached sheets for breakdown of hours

Trade Description	Hours	Rate	Extension	Comments
PM	1.00	76.97	76.97	
Foreman	4.00	48.58	194.32	
JIW	16.00	41.33	661.28	
App	8.00	34.10	272.80	
			-	
			-	
SUBTOTAL			1,205.37	

DIRECT MATERIAL COSTS - see attached backup

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Material	Lot	1	357.00	357.00	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				357.00	

EQUIPMENT COSTS

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Consumables 4% of materials	Lot	1	14.28	14.28	
Small Tools 4% of labor	Lot	1	48.21	48.21	
Equipment Rental (Includes Delivery)	Lot	1	-	-	
SUBTOTAL				62.49	

INDIRECT COSTS - Lower Tiered Subcontractors/Job expenses

Company Name		Quantity	Unit Cost	Amount	Comments
Truck and Phone		1	199.00	199.00	
		1	-	-	
		1	-	-	
		1	-	-	
		1	-	-	
		1	-	-	

SUBTOTAL	$	199.00
TOTALS	$	1,823.86
SALES TAX (on equipment & material subtotals only)	$	-
TOTAL OF ALL COSTS	$	1,823.86
OVERHEAD @ 10%	$	182.39
PROFIT @ 5%	$	100.31
BOND @ CONTRACTUUAL RATE	$	-
GRAND TOTAL FOR THIS CHANGE ORDER REQUEST	$	2,107.00

Subcontractors Certification

_____

Contract value before this Change Request

Contract value after this Change Request

GC APPROVAL

_____

Impact to contract schedule affected by this Change Order request Days

Subcontractors Representative Signature _____

Print Date 6/18/2018

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 59

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 59

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56		Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57		Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58		Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59		Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60		Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61		Owner	0	$ 49,269.00	$ -	$ (49,269.00)					$ 22,712,677.00
			196	**$ 20,988,949.00**	**$ 244,463.00**	**$ 50,094.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,343,451.00

Commissioners Court - Regular Session **26.**

Meeting Date: 07/10/2018

North Campus Facility P324 - Change Order 60

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #60 in the amount of $1,631.00 to fund additional A/C work for the North Stairwell, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Owners Contingency.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 60

NCF CO60 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:43 PM
Form Started By: Gina Wrehsnig		Started On: 06/29/2018 09:42 AM
Final Approval Date: 06/29/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

June 19, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0060

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Additional Work Associated with Condensate Piping for Split System in North Stairwell for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Mark Brown - BLGY
Brody Harris - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0060

QUOTATION :

Item	Labor	Materials	Subs	Total
Additional Condensate Piping for Split System at N. Stairwell	$0.00	$0.00	$1,631.00	$1,631.00
To Be Funded By Owners Contingency	$0.00	$(1,631.00)	$0.00	$(1,631.00)
Totals	$0.00	$(1,631.00)	$1,631.00	$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: 6/19/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for Days

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	OCO	0	-	$377,829	$0	$0	$47,387	($425,216)	$0	$0	$22,712,676
54	OCO	0	-	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	-	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	0	-	$71,589	($9,317)	($62,272)	$0		$0	$0	$22,712,676
58	OCO	0	-	$24,379	$0	($24,379)	$0		$0	$0	$22,712,676
59	OCO	0	-	$2,107	$0	($2,128)	$21		$0	$0	$22,712,676
59	OCO	0	-	$1,631	$0	($1,631)	$0		$0	$0	$22,712,676
Current Amounts		**201**	**201**	**$20,188,629**	**$234,794**	**$96,131**	**$2,079,008**	**($560,720)**	**$674,834**	**$22,712,676**	**$22,712,676**

LOCHRIDGE PRIEST
HEATING • AIR CONDITIONING • PLUMBING

TACLA28343C M-41036

Price Change Order # 024 Date: June 6, 2018

To: **Vaughn Construction**
3920 N. IH-35
Austin, Texas 78751

Attn: **Doug Boram**

Job Name: **Williamson County North Campus Facility**

Job Location: 3171 SE Inner Loop
Georgetown, Texas 78626

LP Job #: **HC16-651**

Reference: **Additional Condensate Piping**

Please (add) the amount below per the items listed in the breakout sheet. This change proposal is for routing change for the condensating piping.

Base Bid Total: **$1,631.00**

Inclusions: Additional Condensate Piping and Insulation (Material and Labor)

Exclusions: **Bond, overtime and original contract exclusions.**

By:

Mark Veselka
Project Manager

Please Note: Lochridge Priest has the right to reprice this change order in the event that the supplied information is incorrect or differs from the actual field situation.

Lochridge Priest

HVAC & PLUMBING SHORT RECAP

PRINT TIME: 6/6/2018 10:47
BID DATE: 6/6/2018
EST. NO.: LPPCO-024

JOB NAME: Williamson County NCF
LOCATION: Additional Mini Split Condensate Labor

LABOR RATE: $ 40.00
MCA %: 100%

	QUAN	DESCRIPTION		MAN HRS UNIT HRS	MAN HRS EXT HRS	EQUIP $	MAT'L $	LABOR $	SUB-MISC
PLUMBING	1	Condensate Piping		19	19	$ -		$ 760	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -		$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	20% ADD FOR MED. GAS. PIF		0	0	$ -	$ -	$ -	$ -
	1	10% ADD FOR DOM. WTR. PI		0	0	$ -	$ -	$ -	$ -
	-	TAG & ID		-	0		$ -	$ -	$ -
	-	TESTING	10.0%	-	2			$ 76	$ -
	-	SUPERVISION	10.0%	-	2			$ 84	$ -
	PLUMBING TOTALS →				23	$ -	$ -	$ 920	$ -
PIPING	QUAN	DESCRIPTION							
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	10% ADD FOR 1" & DOWN PIF		0	0	$ -	$ -	$ -	$ -
	-	TAG & ID		-	0	$ -	$ -	$ -	$ -
	-	SUPERVISION	10.0%	-	0	$ -	$ -	$ -	$ -
	PIPING TOTALS				0	0	0	0	0
SHEETMETAL		#'S OF DUCT:					$ -		
	LABOR RATES						$ -		
		$ 40.00	SHOP	-	0		$ -	$ -	
		$ 40.00	HANDLING	-	0		$ -	$ -	
		$ 40.00	FIELD	-	0		$ -	$ -	
	QUAN	DESCRIPTION							
		Sheetmetal Shop Expense							$ -
	1	20% FIELD CORR. FACTOR		0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	-	SUPERVISION	10.0%		0	$ -	$ -	$ -	$ -
	SHEETMETAL TOTALS				0	$ -	$ -	$ -	$ -
	HVAC TOTALS →				0	$ -	$ -	$ -	$ -

	LINE	DESCRIPTION	VENDOR		EQUIP $	MAT'L $	LABOR $	SUBCONTRACTOR
SUB & MISC	1	INSULATION	Chaparral		$ -	$ -	$ -	$ 300
	2	TEMP CONTROLS			$ -	$ -	$ -	$ -
	3				$ -	$ -	$ -	$ -
	4				$ -	$ -	$ -	$ -
	5	-			$ -	$ -	$ -	$ -
	6	-			$ -	$ -	$ -	$ -
	7	CLEAN UP CREW		2.0%	$ -	$ -	$ 18	$ -
	8	EQUIPMENT RENTAL						$ -
	9	SU; T & B ; G & A					$ -	$ 110
	-	SMALL TOOL/MISC MTL/WARRANTY				$ -		$ -
	SUB & MISC. TOTALS				$ -	$ -	$ 18	$ 410

STARTUP LABOR RATE: $ 90.00
EQUIPMENT ADJUSTMENT: $ -
WARRANTY %: 4%
MISC. MATERIAL %: 17%

MISC

DESCRIPTION:

SUMMARY

	HVAC	SUB & MISC.	PLUMBING	TOTALS
EQUIP	$ -	$ -	$ -	$ -
MATL	$ -	$ -	$ -	$ -
LABOR	$ -	$ 18	$ 920	$ 938
S/M	$ -	$ 410	$ -	$ 410
0.00% TAX	$ -	$ -	$ -	$ -
COST	$ -	$ 428	$ 920	$ 1,348
10% GEN. COND.	$ -	$ 43	$ 92	$ 135
SUBTOTAL	$ -	$ 471	$ 1,012	$ 1,483
10% FEE	$ -	$ 47	$ 101	$ 148
BID W/O BOND	$ -	$ 518	$ 1,113	**$ 1,631**
PERF. BOND →			→	$ -
JOB TOTAL BID →			→	**$ 1,631**
% M/U v LABOR	0.0%	256.2%	11.0%	15.8%

LPPCO-24 Short Additional Labor for Mini split

Lochridge Priest

GENERAL ADMININSTRATIVE & MISCELLANEOUS SUMMARY

PRINT TIME: 6/6/2018 10:47
BID DATE: 6/6/2018
EST. NO.: LPPCO-024

JOB NAME: Williamson County NCF
LOCATION: Additional Mini Split Condensate Labor

	GEN & ADMIN DESCRIPTION	UNIT COST	UNIT MEASURE	QUANTITY	TOTAL COST
1	PROJECT MANAGER	$ 75	Hr	1.00	$ 75
2	ASSISTANT PROJECT MANAGER	$ 10,700	Month	0.00	$ -
3	SUPERINTENDENT	$ 15,500	Month	0.00	$ -
4	SECRETARIES	$ 35	Hr	1.00	$ 35
5	PROJECT OFFICE	$ 2,062	Month	0.00	$ -
6	ENGINEERING	$ 99	Hour	0.00	$ -
7	TELEPHONE/FAX/OFFICE SUPPLIES	$ 1,000	Month	0.00	$ -
8	SHEET METAL CARTAGE	$ 700	Trip	0.00	$ -
9	PICK-UP & DELIVERIES	$ 375	Each	0.00	$ -
10	NEW HIRE COSTS/SAFETY TRAINING	$ 500	Each	0.00	$ -
11	ESTIMATING	$ 80	Hour	0.00	$ -
12	SHOP & RECORD DRAWINGS - 8% OF LABOR	$ 45	Hour	0.00	$ -
	GENERAL ADMINISTRATIVE SUMMARY TOTAL →				**$ 110**

EQUIPMENT RENTAL

DESCRIPTION	UNIT COST	UNIT MEASURE	QUAN.	TOTAL COST
185 CFM AIR COMP W/HOSES	$ 2,174.00	MONTH	0	$ -
SCISSOR LIFT -- 15 FT ELEC	$ 300.00	Week	0	$ -
GENERATOR - 4000 WATT	$ 457.00	MONTH	0	$ -
FORK LIFT -- WAREHOUSE 5000LB	$ 1,716.00	MONTH	0	$ -
SKYTRACK	$ 3,457.00	MONTH	0	$ -
WELDING MACHINE - GASOLINE	$ 692.00	MONTH	0	$ -
Mini-Ex	$ 466.00	Week	0	$ -
TRACKHOE -- 13-15 FT	$ 5,102.00	MONTH	0	$ -
COMPACTOR	$ 500.00	MONTH	0	$ -
TRENCHER	$ 9,500.00	Week	0	$ -
TRENCHER DELIVERY/PICKUP	$ 750.00	LOT	0	$ -
FUEL	$ 1,073.00	LOT	0	$ -
RENTAL EQUIPMENT INSURANCE	$ -		0	$ -
RENTAL EQUIPMENT TAX				$ -
TOTAL EQUIP RENTAL →				$ -

BALANCE -- STARTUP AIR & WATER

QUAN	DESCRIPTION	PIPING STRTUP UNIT	PIPING BAL UNIT	SHEETMETAL STRTUP UNIT	SHEETMETAL BAL UNIT	PIPING STRTUP EXT	PIPING BAL EXT	SHEETMETAL STRTUP EXT	SHEETMETAL BAL EXT
1		0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	G/R/D	0.00	0.00	0.00	0.50	0	0	0	0
	SUB-TOTALS					**0**	**0**	**0**	**0**
						PIPING		SHT MTL	
	START UP TOTALS					**0** MANHRS			**0** MANHRS
	BALANCE TOTALS					**0** MANHRS			**0** MANHRS

	MNHRS	COST
STARTUP - PIPING	**0**	$ -
STARTUP - SHEETMETAL	**0**	$ -
BALANCE - PIPING	**0**	$ -
BALANCE - SHEETMETAL	**0**	$ -
TOTAL	0	$ -

LPPCO-24 Short Additional Labor for Mini split

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 60

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 60

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56		Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57		Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58		Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59		Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60		Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61		Owner	0	$ 49,269.00	$ -	$ (49,269.00)					$ 22,712,677.00
			196	**$ 20,988,949.00**	**$ 244,463.00**	**$ 50,094.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,343,451.00

Commissioners Court - Regular Session **27.**

Meeting Date: 07/10/2018

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Sec 5A subdivision - Pct 2

Submitted For:	Terron Evertson	**Submitted By:**	Adam Boatright, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge
Agenda Category:	Consent		

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 5A subdivision - Pct 2.

Background

This is the next section of the Santa Rita Ranch South development. It consists of 64 single family lots, 2 open space lots, 1 open space/landscape lot and 2,492 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $121,000.00 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 - Santa Rita Ranch South Sec 5A

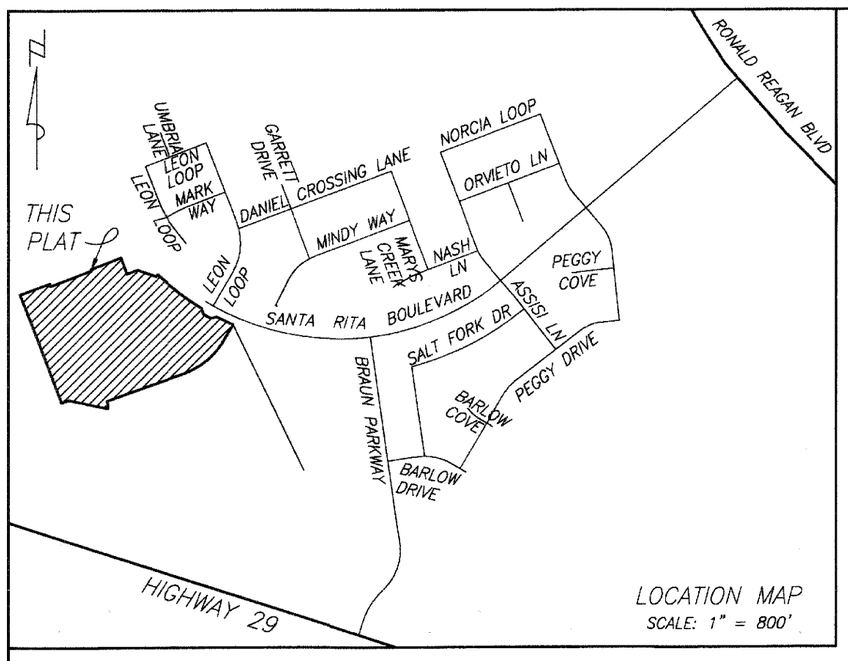
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Adam Boatright		Started On: 07/05/2018 10:40 AM
Final Approval Date: 07/05/2018		

PLAT OF

SANTA RITA RANCH SOUTH SECTION 5A

WILLIAMSON COUNTY, TEXAS



LOCATION MAP
SCALE: 1" = 800'

LEGEND:

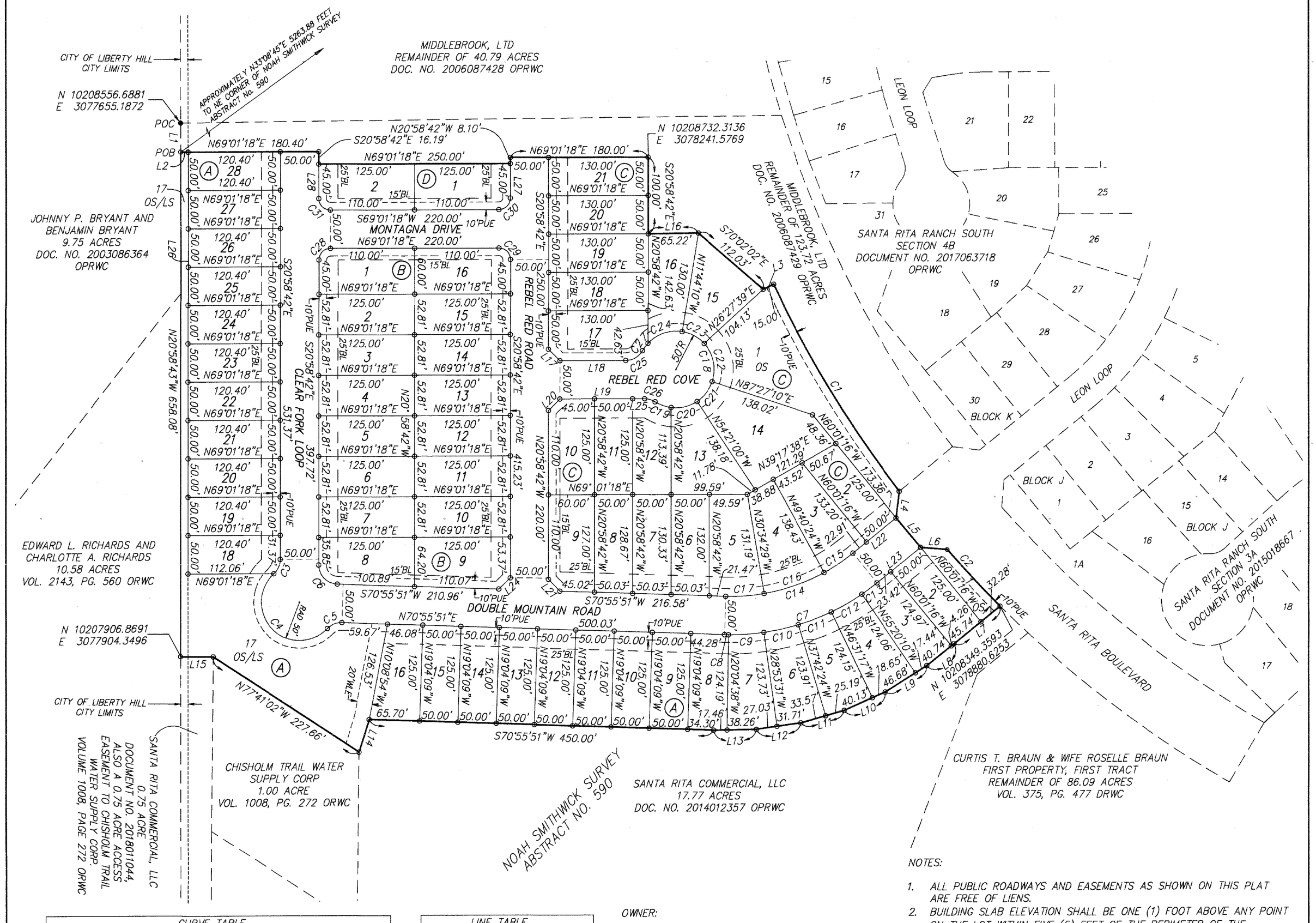
○	= SET IRON ROD WITH "RJ SURVEYING" CAP
●	= 1/2" IRON ROD FOUND
(A)	= BLOCK NAME
BL	= BUILDING SETBACK LINE
WLE	= WATER LINE EASEMENT
PUE	= PUBLIC UTILITY EASEMENT
OPRWC	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DRWC	= DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC	= OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OS	= OPEN SPACE
LS	= LANDSCAPE
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SCALE: 1"=100'

0 100' 200' 300' 400'





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	316.91	1490.00	12°11'11"	S52°19'55"E	316.31
C2	101.24	1490.00	3°53'34"	S64°09'15"E	101.21
C3	21.03	25.00	48°11'23"	S03°06'59"W	20.41
C4	160.98	50.00	184°28'13"	S65°01'26"E	99.92
C5	21.03	25.00	48°11'23"	N46°50'09"E	20.41
C6	38.44	25.00	88°05'27"	N65°01'26"W	34.76
C7	214.42	300.00	40°57'06"	N50°27'17"E	209.89
C8	5.28	300.00	1°00'28"	N70°25'36"E	5.28
C9	46.15	300.00	8°48'53"	N65°30'56"E	46.11
C10	46.15	300.00	8°48'53"	N56°42'03"E	46.11
C11	46.15	300.00	8°48'53"	N47°53'10"E	46.11
C12	46.15	300.00	8°48'53"	N39°04'17"E	46.11
C13	24.54	300.00	4°41'06"	N32°19'17"E	24.52
C14	178.69	250.00	40°57'06"	S50°27'17"W	174.91
C15	45.16	250.00	10°20'52"	S35°09'10"W	45.09
C16	83.33	250.00	19°05'55"	S49°52'33"W	82.95
C17	50.20	250.00	11°30'20"	S65°10'41"W	50.12
C18	238.50	50.00	273°18'17"	N34°45'30"W	68.64
C19	22.36	50.00	25°37'24"	S89°04'56"W	22.17
C20	35.45	50.00	40°37'15"	N55°57'37"E	34.71
C21	33.33	50.00	38°11'50"	N16°33'05"E	32.72
C22	53.23	50.00	60°59'30"	N33°02'35"W	50.75
C23	33.33	50.00	38°11'50"	N82°38'16"W	32.72
C24	48.70	50.00	55°48'34"	S50°21'32"W	46.80
C25	26.37	25.00	60°25'56"	S38°48'19"W	25.16
C26	14.34	25.00	32°52'21"	N85°27'28"E	14.15
C27	12.10	50.00	13°51'54"	S15°31'18"W	12.07
C28	23.56	15.00	90°00'00"	N24°01'18"E	21.21
C29	23.56	15.00	90°00'00"	S65°58'42"E	21.21
C30	23.56	15.00	90°00'00"	S24°01'18"W	21.21
C31	23.56	15.00	90°00'00"	N65°58'42"W	21.21

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°58'43"E	37.87'
L2	N69°01'18"E	10.00'
L3	N43°45'40"E	15.00'
L4	S14°13'23"E	34.86'
L5	S60°36'42"E	50.00'
L6	N73°53'08"E	34.67'
L7	S29°58'44"W	78.02'
L8	S30°24'51"W	45.00'
L9	S36°36'11"W	64.12'
L10	S45°00'35"W	58.78'
L11	S53°00'59"W	58.76'
L12	S60°55'13"W	58.74'
L13	S68°04'03"W	55.72'
L14	S03°43'17"E	44.68'
L15	S69°00'50"W	42.75'
L16	N68°26'48"E	65.22'
L17	N65°58'42"W	21.21'
L18	S69°01'18"W	86.08'
L19	N69°01'18"E	110.60'
L20	N24°01'18"E	21.21'
L21	N65°01'26"W	21.56'
L22	N29°58'44"E	72.91'
L23	N29°58'44"E	73.42'
L24	S24°58'34"W	20.86'
L25	N69°01'18"E	15.60'
L26	S20°58'43"E	550.00'
L27	S20°58'42"E	53.10'
L28	S20°58'42"E	61.19'

OWNER:

MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP
8200 NORTH MOPAC, SUITE 300
AUSTIN, TEXAS 78759

DEVELOPER:

MIDDLEBROOK, LTD.,
A TEXAS LIMITED PARTNERSHIP
8200 NORTH MOPAC, SUITE 300
AUSTIN, TEXAS 78759

SITE DATA:

64 SINGLE FAMILY LOTS
2 OPEN SPACE LOTS
1 OPEN SPACE/LANDSCAPE LOT
AREA OF PLAT: 14.350 ACRES

NEW STREETS:

NAME	LENGTH	DESIGN SPEED
DOUBLE MOUNTAIN ROAD	825'	25
REBEL RED ROAD	589'	25
REBEL RED COVE	191'	25
CLEAR FORK LOOP	587'	25
MONTAGNA DRIVE	300'	25
TOTAL	2492'	

NOTES:

1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
2. BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. SIDEWALKS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. LOT 1, BLOCK A AND LOT 1, BLOCK C ARE FOR OPEN SPACE PURPOSES. LOT 17, BLOCK A IS FOR OPEN SPACE AND LANDSCAPE PURPOSES. NO SINGLE FAMILY DEVELOPMENT IS PERMITTED.
8. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
9. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
10. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
11. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
12. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.

DATE: MARCH 23, 2018 SCALE: 1" = 100'

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

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

S:\LAND2401-2450\2414\dwg\2414-PLAT.dwg 6/18/2018 2:56:34 PM CDT

PLAT OF

SANTA RITA RANCH SOUTH SECTION 5A

WILLIAMSON COUNTY, TEXAS

THAT PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER OF THAT 123.72 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2006087429 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND THE SOUTHWEST CORNER OF A REMAINDER OF A 40.79 ACRE TRACT CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2006087428 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ON THE EAST LINE OF A 9.75 ACRE TRACT CONVEYED TO JOHNNY P. BRYANT AND BENJAMIN BRYANT BY DEED RECORDED IN DOCUMENT NO. 2003086364 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S20°58'43"E ALONG THE WEST LINE OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND THE EAST LINE OF SAID 9.75 ACRE TRACT A DISTANCE OF 37.87 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING;

THENCE ACROSS SAID 123.72 ACRE TRACT THE FOLLOWING FOURTEEN COURSES:

1. N69°01'18"E A DISTANCE OF 180.40 FEET TO A 1/2" IRON ROD SET;
2. S20°58'42"E A DISTANCE OF 16.19 FEET TO A 1/2" IRON ROD SET;
3. N69°01'18"E A DISTANCE OF 250.00 FEET TO A 1/2" IRON ROD SET;
4. N20°58'42"W A DISTANCE OF 8.10 FEET TO A 1/2" IRON ROD SET;
5. N69°01'18"E A DISTANCE OF 180.00 FEET TO A 1/2" IRON ROD SET;
6. S20°58'42"E A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET;
7. N68°26'48"E A DISTANCE OF 65.22 FEET TO A 1/2" IRON ROD SET;
8. S70°02'02"E A DISTANCE OF 112.03 FEET TO A 1/2" IRON ROD SET;
9. N43°45'40"E A DISTANCE OF 15.00 FEET A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
10. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 316.91 FEET, SAID CURVE HAVING A RADIUS OF 1,490.00 FEET, A CENTRAL ANGLE OF 12°11'11" AND A CHORD BEARING S52°19'55"E A DISTANCE OF 316.31 FEET TO A 1/2" IRON ROD SET;
11. S14°13'23"E A DISTANCE OF 34.86 FEET TO A 1/2" IRON ROD SET;
12. S60°36'42"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
13. N73°53'08"E A DISTANCE OF 34.67 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
14. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 101.24 FEET, SAID CURVE HAVING A RADIUS OF 1,490.00 FEET, A CENTRAL ANGLE OF 03°53'34" AND A CHORD BEARING S64°09'15"E A DISTANCE OF 101.21 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHEAST CORNER OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND THE NORTHERLY NORTHEAST CORNER OF A 17.77 ACRE TRACT CONVEYED TO SANTA RITA COMMERCIAL, LLC. BY DEED RECORDED IN DOCUMENT NO. 2014012357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE SOUTHERLY LINE OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND THE NORTHERLY LINE OF SAID 17.77 ACRE TRACT THE FOLLOWING NINE COURSES:

1. S29°58'44"W A DISTANCE OF 78.02 FEET TO A 1/2" IRON ROD SET;
2. S30°24'51"W A DISTANCE OF 45.00 FEET TO A 1/2" IRON ROD SET;
3. S36°36'11"W A DISTANCE OF 64.12 FEET TO A 1/2" IRON ROD SET;
4. S45°00'35"W A DISTANCE OF 58.78 FEET TO A 1/2" IRON ROD SET;
5. S53°00'59"W A DISTANCE OF 58.76 FEET TO A 1/2" IRON ROD SET;
6. S60°55'13"W A DISTANCE OF 58.74 FEET TO A 1/2" IRON ROD SET;
7. S68°04'03"W A DISTANCE OF 55.72 FEET TO A 1/2" IRON ROD SET;
8. S70°55'51"W A DISTANCE OF 450.00 FEET TO A 1/2" IRON ROD SET;
9. S03°43'17"E A DISTANCE OF 44.68 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF A 1.00 ACRE TRACT CONVEYED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY DEED RECORDED IN VOLUME 1008, PAGE 272 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N77°41'02"W ALONG THE SOUTHERLY LINE OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND THE NORTHERLY LINE OF SAID 1.00 ACRE TRACT A DISTANCE OF 227.66 FEET TO A 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF SAID 1.00 ACRE TRACT;

THENCE S69°00'50"W ALONG THE SOUTHERLY LINE OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND A NORTHERLY LINE OF A REMAINDER OF AN 86.09 ACRE TRACT (FIRST PROPERTY, FIRST TRACT) CONVEYED TO CURTIS T. BRAUN AND ROSELLE BRAUN BY DEED RECORDED IN VOLUME 375, PAGE 477 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS A DISTANCE OF 42.75 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF A 10.58 ACRE TRACT OF LAND CONVEYED TO EDWARD L. RICHARDS AND CHARLOTTE A. RICHARDS BY DEED RECORDED IN VOLUME 2143, PAGE 560 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N20°58'43"W ALONG THE WEST LINE OF THE REMAINDER OF SAID 123.72 ACRE TRACT AND THE EAST LINE OF SAID 10.58 ACRE TRACT AND THE EAST LINE OF SAID 9.75 ACRE TRACT A DISTANCE OF 658.08 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 14.350 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21st DAY OF June, 20 18, A.D.

Teresa Bak Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

OWNER'S DEDICATION

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

THAT MIDDLEBROOK, LTD., BEING THE OWNER OF THAT 123.72 ACRE TRACT CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2006087429 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SANTA RITA RANCH SOUTH SECTION 5A".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20th DAY OF June, 20 18.

MIDDLEBROOK, LTD, A TEXAS LIMITED PARTNERSHIP

MIDDLEBROOK, LTD, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
8200 NORTH MOPAC, SUITE 300
AUSTIN, TX 78759

OWNER'S ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20th DAY OF June, A.D., 20 18.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
NAME: Amy Little
MY COMMISSION EXPIRES: July 19, 2020

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF SECOND LIEN DEED OF TRUST, DATED JANUARY 31, 2018, RECORDED AS DOCUMENT No. 2018009176 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Aaron Haroldsen
TITLE: Assistant Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20th DAY OF June, 20 18 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: kayla monarres
MY COMMISSION EXPIRES: 07/21/2019

KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

SURVEYOR'S CERTIFICATION

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

William L. John 20 JUNE 2018
WILLIAM L. JOHNSON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
WILLIAM L. JOHNSON
5425
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION

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

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

J. Keith Collins 6/20/18
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

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

Sally McPherson 6/26/18
CITY OF LIBERTY HILL DATE

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

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

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

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

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

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

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

_____

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: MARCH 23, 2018 SCALE: 1" = 100'

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

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

Commissioners Court - Regular Session **28.**

Meeting Date: 07/10/2018

Discuss consider and take appropriate action on approval of the final plat for the Walburg Ranchettes 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 Walburg Ranchettes subdivision - Pct 3.

Background

This proposed subdivision consists of 9 lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Walburg Ranchettes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Adam Boatright		Started On: 07/05/2018 10:59 AM
Final Approval Date: 07/05/2018		

Final Plat of
Walburg Ranchettes
49.66 Acres out of the Bluford S. Bybee Survey, Abstract No. 90, and the Eli W. Lawler Survey, Abstract No. 392, Williamson County, Texas

BLUFORD S. BYBEE SURVEY
ABSTRACT NO. 90

Ginelle D Kalambach
Volume 654, Peg 269
D.R.W.C.

4601 FM 972, GEORGETOWN, TX 78626

150 0 150 300
Scale: 1" = 150'

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

Owner:	Walburg Ranchettes, LLC 507 Denali Pass, Suite 101 Cedar Park, Texas 78613
Acreage:	49.66 Acres
Engineer:	Civil Land Group, LLC Firm #10523 206 W. Main Street Suite 101 Round Rock, Texas 78664 512-992-0118 ofc 512-246-1856 fax
Surveyor:	Walker Texas Surveyors P.O. Box 324 Cedar Park, Texas 78630 512-259-3361
Survey:	Bluford S. Bybee Survey, Abstract No. 90 Eli W. Lawler Survey, Abstract No. 392
Number of Blocks:	1
Total Number of Lots:	9
Linear Feet of New Streets:	0'
Date:	June 22, 2018

Point of Beginning

"Forest 1847"

N 68°22'00" E 379.41'

S 11°40'26" E 585.42'

S 16°36'53" E 1403.92'

N 68°22'00" E 399.91'

N 68°22'00" E 348.69'

S 11°40'26" W 596.68'

S 16°36'53" E 823.75'

N 68°22'00" E 289.90'

S 11°41'55" E 743.33'

N 11°17'12" W 572.07'

S 11°41'55" E 605.17'

N 11°41'55" W 709.80'

N 68°22'00" E 421.38'

S 16°36'53" E 232.45'

S 21°30'38" E 199.50'

S 21°30'38" E 230.23'

S 21°30'38" E 260.96'

N 68°22'00" E 349.85'

N 68°22'00" E 262.55'

S 32°03'17" E 667.50'

N 32°03'17" W 655.84'

S 30°25'05" E 652.36'

N 30°25'05" W 646.27'

S 30°25'05" E 652.23'

N 11°34'24" W 387.11'

N 21°34'41" W 562.74'

S 69°12'36" W 376.39'

S 20°54'59" E 59.50'

S 75°15'12" E 92.64' ROW tie

S 20°38'09" E 89.90' ROW tie

S 02°49'59" E 94.43' ROW tie

20' B.L. & P.U.E.

50' B.L. & P.U.E.

Lot 1 5.07 Acres minimum FFE: 752.5' (NAVD88)

Lot 2 5.07 Acres minimum FFE: 752.0' (NAVD88)

Lot 3 5.07 Acres

Lot 4 5.07 Acres minimum FFE: 752.5' (NAVD88)

Lot 5 6.07 Acres

Lot 6 6.07 Acres

Lot 7 5.07 Acres

Lot 8 6.07 Acres

Lot 9 6.07 Acres

60' Shared Access Easement #1

60' Shared Access Easement #2

60' Shared Access Easement #3

75' OSSF SETBACK

Marvin Bert Kelm and Kenneth Lee Kelm
Document No. 2010068255
O.P.R.W.C.

PO BOX 103 WALBURG, TX 78673

Ginelle D Kalambach
Volume 654, Peg 269
D.R.W.C.

4601 FM 972, GEORGETOWN, TX 78626

Zone "A"
FEMA FIRM Map No. 48491C0325E
Dated September 28, 2008

Survey Line

Based on Williamson Co. GIS Data

ELI W. LAWLER SURVEY
ABSTRACT NO. 392

Johnny R. Smith
Document No. 2015094324
O.P.R.W.C.

PO BOX 157 SPICEWOOD, TX 78669

(called 1.42 Acres)
Jon Kasper
Document No. 2016110254
O.P.R.W.C.

PO BOX 34 WALBURG, TX 78673

THOMAS J. GARDNER SURVEY
ABSTRACT NO. 262

ELI W. LAWLER SURVEY
ABSTRACT NO. 392

"BGE INC"

City of Jarrell brass disk

State of Texas
Volume 359, Page 23
D.R.W.C.

State of Texas
Volume 439, Page 354
D.R.W.C.

F.M. 972

68.9' CL pvmt.

40.7' CL pvmt.

40.2' CL pvmt.

90' per ROW map

gravel drive

31.8'

●	1/2 inch iron rod found (unless otherwise noted)
○	1/2 inch iron rod with yellow cap inscribed "WALKER" set
◉	1/2 inch iron rod with cap found (inscription noted)
⊠	TXDOT Type 1 concrete monument found (disturbed)
FFE	finished floor elevation
D.R.W.C.	Deed Records Williamson County
O.P.R.W.C.	Official Public Records Williamson County
B.L. & P.U.E.	build line and public utility easement

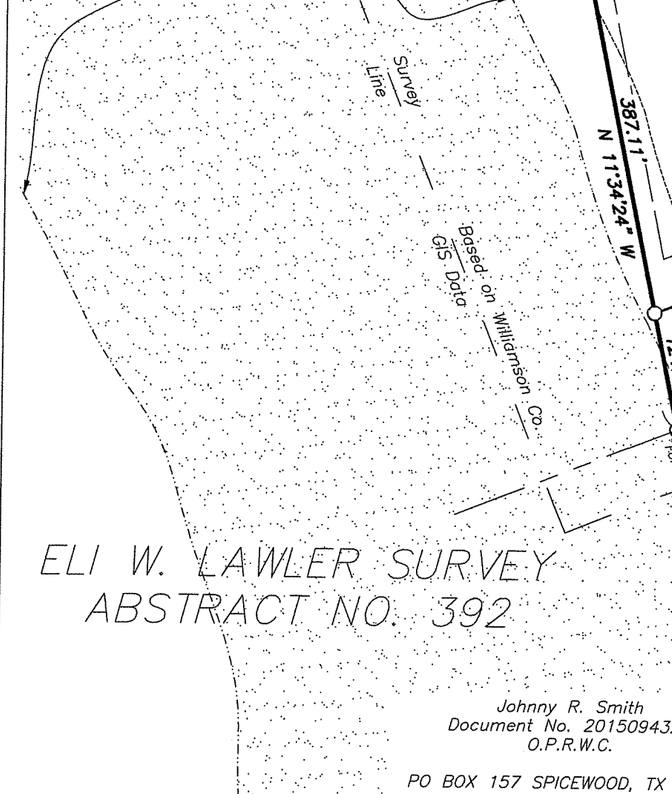
Curve Table

Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	7°27'16"	143.93'	1106.28'	S 41°37'48" W	143.83'
C2	1°35'14"	30.65'	1106.28'	S 46°09'03" W	30.65'
C3	1°34'44"	30.48'	1106.28'	S 47°44'02" W	30.48'
C4	18°51'40"	364.18'	1106.28'	S 57°57'14" W	362.53'
C5	1°34'17"	30.34'	1106.28'	S 68°10'12" W	30.34'
C6	0°14'47"	4.76'	1106.28'	S 69°04'44" W	4.76'

Line Table

Line #	Bearing	Distance
L1	S 24°01'23" W	42.04'
L2	S 24°01'23" W	42.04'
L3	S 24°01'23" W	127.86'
L4	S 37°54'12" W	80.52'
L5	S 69°12'36" W	25.67'
L6	S 11°41'55" E	47.46'
L7	N 30°25'05" W	5.68'
L8	N 11°40'26" W	43.04'

Location Map



Plat Notes:

1. Water service for this subdivision will be provided by Jonah Water Special Utility District.
2. Sewer service for this subdivision will be provided by On-Site Sewage Facilities. (Williamson County OSSF).
3. FEMA floodplain information shown hereon is based on graphical plotting of FEMA Flood Rate Insurance Map.
4. Lots 1, 4 & 7 – Shared Access Easement #1; Lots 2, 5 & 8 – Shared Access Easement #2; Lots 3, 6 & 9 – Shared Access Easement #3
5. Lots 4–9 may not be further subdivided.
6. The 30' wide portion of Lots 4–9 shall be reserved for Public Utility Easement.
7. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
8. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
9. Except in certain isolated areas required to meet accessibility requirements, 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.
10. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
11. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.

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

Job #496001

Final Plat of
Walburg Ranchettes
49.66 Acres out of the Bluford S. Bybee Survey, Abstract No. 90, and the Eli W. Lawler Survey, Abstract No. 392, Williamson County, Texas

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

I, Susanna Robertson, Authorized Agent of Boyd Development, Inc., manager for Walburg Ranchettes LLC, the owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017058346 of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Walburg Ranchettes**.

TO CERTIFY WHICH, WITNESS by my hand this 28 day of June, 2018.

Susanna Robertson
Susanna Robertson, Authorized Agent
Boyd Development, Inc.

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Gavin Boyd, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 28 day of June, 2018.

Gail C. Moore
NOTARY PUBLIC in and for the State of Texas

GAIL C. MOORE
Notary Public, State of Texas
Comm. Expires 06-09-2022
Notary ID 3909104

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

I, Benjamin Williams, manager for SR 1 Fund, LLC and Nareshabe, LLC, Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017058346 of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Walburg Ranchettes**.

TO CERTIFY WHICH, WITNESS by my hand this 28 day of JUNE, 2018.

Benjamin K. Williams
Benjamin Williams, Manager
SR1 Fund, LLC
Nareshabe, LLC

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Benjamin Williams, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 28 day of June, 2018.

Gail C. Moore
NOTARY PUBLIC in and for the State of Texas

GAIL C. MOORE
Notary Public, State of Texas
Comm. Expires 06-09-2022
Notary ID 3909104

Engineer's Certification

I, Greg Ulcak, Registered Professional Engineer in the State of Texas, do hereby certify that this tract is not in the Edwards Aquifer Recharge Zone and that portions of this plat are encroached by Zone "A" Flood Area, as denoted herein, and is defined by the Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0325E effective date September 26, 2008, and that each lot conforms to the Williamson County Subdivision Regulations.

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

TO CERTIFY WHICH, WITNESS by my hand this 28TH day of JUNE, 2018.

Gregory Ulcak
Greg Ulcak
Registered Professional Engineer No. 91201
Firm #10523

STATE OF TEXAS
GREGORY ULCAK
91201
LICENSED
PROFESSIONAL ENGINEER

Surveyor's Certification

I, Charles G. Walker, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, or conflicts, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision. Date of Survey: February 8, 2018

Charles G. Walker
Registered Professional Land Surveyor
No. 5283

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

Field Notes:

Perimeter description of a 49.66 acre tract of land, out of the Bluford S. Bybee Survey, Abstract No. 90, and the Eli W. Lawler Survey, Abstract No. 392, and being that same tract described as 49.66 acres in a General Warranty Deed with Vendor's Lien to Walburg Ranchettes, LLC, dated June 23, 2017 and recorded as Document No. 2017058346 of the Official Public Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for an interior ell corner in a southerly line of that tract described as 117 acres in a Warranty Deed to Genelle D. Kalambach and Winfred A. Kalambach, dated December 8, 1976 and recorded in Volume 654, Page 269 of the Deed Records of Williamson County, Texas, and for the northwest corner of said Walburg Ranchettes tract and this tract;

THENCE: N 68°22'00" E along or near a wire fence, and with a southerly line of said Kalambach tract, and with the north line of said Walburg Ranchettes tract and this tract, passing iron rods set on line, for a total distance of 1075.00 feet to a 1/2 inch iron rod with cap inscribed "Forest 1847" found for the northwest corner of that certain tract described as 29.78 acres in a Special Warranty Deed to Marvin Bert Kelm and Kenneth Lee Kelm, dated August 12, 2010 and recorded as Document No. 2010068255 of said official public records, and for the northeast corner of said Wallburg Ranchettes tract and this tract;

THENCE: with the east line of said Walburg Ranchettes tract and this tract the following two (2) courses:

1. S 16°36'53" E 1403.92 feet with the west line of said Kelm tract to a 1/2 inch iron rod with cap inscribed "Forest 1847" found for the southwest corner of said Kelm tract, and for the northwest corner of that certain tract described as 1.42 acres in a Partition Deed to Jon Kasper, dated November 8, 2016 and recorded as Document No. 2016110254 of said official public records;

2. S 21°30'38 E 199.50 feet with the west line of said Kasper tract to a 1/2 inch iron rod with cap inscribed "Forest 1847" found in the north right-of-way line of F.M. 972 as described in said Walburg Ranchettes deed, for the most easterly southeast corner of said Walburg Ranchettes tract, for reference a disturbed TxDOT Type 1 concrete monument found bears S 20°54'59" E 59.50 feet;

THENCE: with the north right-of-way line of F.M. 972 as described in said Walburg Ranchettes tract, and with the south line of this tract the following four (4) courses:

1. S 24°01'23" W 211.94 feet to a 1/2 inch iron rod found,

2. S 37°54'12" W 80.52 feet to a 1/2 inch iron rod with cap inscribed "BGE INC" found,

3. 604.34 feet with a curve to the right, having a radius of 1106.28 feet, and a chord that bears S 53°33'09" W 596.85 feet to a broken TxDOT Type 1 concrete monument found;

4. S 69°12'36" W 402.06 feet to a 1/2 inch iron rod found in the east line of the remainder of that certain tract as described in a Quitclaim Deed to Johnny R. Smith dated October 21, 2015 and recorded as Document No. 2015094324, said Smith tract being further described as 44 acres in a deed to Fritz Domel dated February 13, 1924 and recorded in Volume 215, Page 274 of said deed records, for the southwest corner of said Walburg Ranchettes tract and this tract;

THENCE: N 21°34'41" W 562.74 feet with the east line of said Smith Tract, and with the west line of said Walburg Ranchettes tract to a 1/2 inch iron rod found for the northeast corner of said Smith tract and for the lower southeast corner of said Kalambach tract;

THENCE: with an easterly line of said Kalambach tract, and with the west line of said Walburg Ranchettes tract the following two (2) courses:

1. N 11°34'24" W 512.07 feet to a 1/2 inch iron rod with cap inscribed "Forest 1847" found,

2. N 11°17'12" W 881.07 feet to the Point of Beginning.

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

Williamson County 911 Addressing Coordinator

Road name and address assignments verified this the 28th day of June, 2018 A.D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

Williamson County

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

Roger Hickman P.E. For Terron Evertson — 6/29/18
J. Terron Evertson, PE, DR, CFM — Date
County Engineer
Roger Hickman

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

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge — Date
Williamson County, Texas

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20__, A.D., at _____o'clock, ___.M., and duly recorded this the _____ day of _____, 20__, A.D., at ____ o'clock, ___.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

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

Job #496001

Commissioners Court - Regular Session **29.**

Meeting Date: 07/10/2018

Discuss consider and take appropriate action on approval of the final plat for the Coombes 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 Coombes subdivision - Pct 3.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Coombes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Adam Boatright		Started On: 07/05/2018 11:12 AM
Final Approval Date: 07/05/2018		

FINAL PLAT
COOMBES SUBDIVISION

BEING AN 11.968 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, SAID 11.968 ACRE TRACT BEING PART OF THAT CALLED 10.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007063885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND PART OF THAT CALLED 10.00 ACRE TRACT OF LAND RECORDED IN VOLUME 1804, PAGE 714, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

SCALE: 1"=100'

0 50' 100' 150' 200'

NOTES:
1) FIELD WORK PERFORMED ON: APRIL 2018
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANED
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008. THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

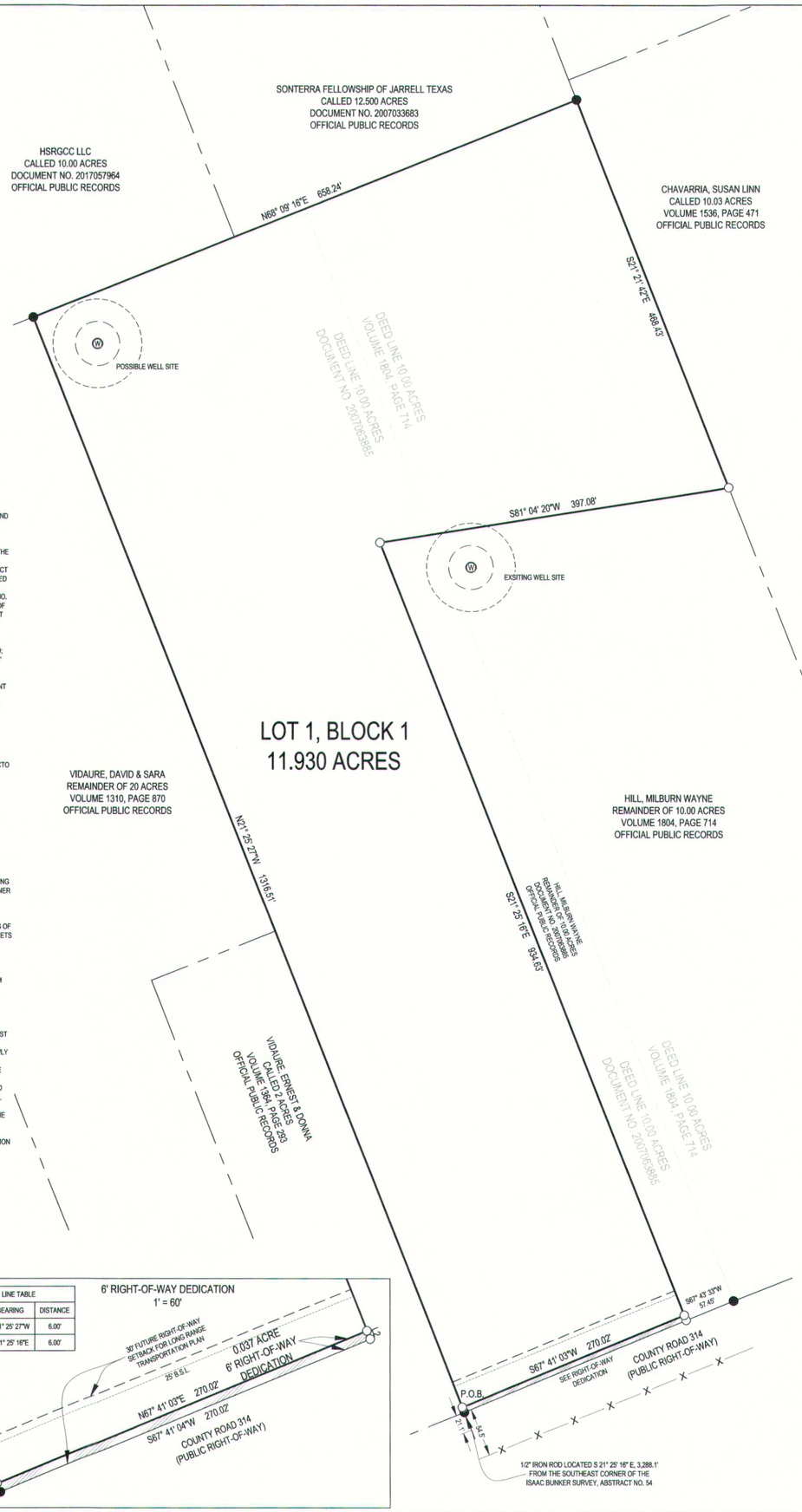
FIELD NOTE DESCRIPTION:
BEGINNING AT A 1/2" IRON ROD LOCATED IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 314, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007063885, THE SOUTHEAST CORNER OF A CALLED 2 ACRE TRACT OF LAND RECORDED IN VOLUME 1364, PAGE 293, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND WHICH BEARS S 68° 05' 39" W, 1815.76' FROM THE SOUTHEAST CORNER OF THE ISAAC BUNKER SURVEY. ABSTRACT NO. 54;

1. THENCE, WITH THE WEST LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, N 21° 25' 27" W, A DISTANCE OF 1322.51', TO A 1/2" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, THE NORTHEAST CORNER OF THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND RECORDED IN VOLUME 1310, PAGE 870, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT LOCATED IN THE SOUTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017057964, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
2. THENCE, WITH THE NORTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, THE SOUTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2017057964, N 68° 09' 16" E, A DISTANCE OF 658.24', TO THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT RECORDED IN VOLUME 1804, PAGE 714, THE SOUTHEAST CORNER OF A CALLED 12.500 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007033683, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT LOCATED IN THE WEST LINE OF A CALLED 10.03 ACRE TRACT OF LAND RECORDED IN VOLUME 1536, PAGE 471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
3. THENCE, WITH THE EAST LINE OF SAID 10.00 ACRE TRACT RECORDED IN VOLUME 1804, PAGE 714, THE WEST LINE OF SAID 10.03 ACRE TRACT, S 21° 21' 42" E, A DISTANCE OF 468.43', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR THE NORTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
4. THENCE, CROSSING SAID 10.00 ACRE TRACT RECORDED IN VOLUME 1804, PAGE 714, AND CROSSING SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, S 81° 04' 20" W, A DISTANCE 397.08', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
5. THENCE, CROSSING SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, S 21° 25' 16" E, A DISTANCE 940.63', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 314, SAID POINT LOCATED IN THE SOUTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, AND BEING THE SOUTHERNMOST SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
6. THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 314, THE SOUTH LINE OF SAID 10.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2007063885, S 67° 41' 04" W, A DISTANCE OF 270.02', TO THE POINT OF BEGINNING CONTAINING 11.968 ACRES OF LAND.

PLAT NOTES:
1. ACREAGE OF SUBDIVISION = 11.968 ACRES.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0150E, SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN INDIVIDUAL PRIVATE WELL.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
8. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
9. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
10. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
13. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
14. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
15. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY OSSF PROGRAM PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
16. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
17. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED
18. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
19. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENCE AGREEMENT WITH WILLIAMSON COUNTY.
20. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
21. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNDER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT ON MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWNING TO THE PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
22. THERE IS A 25 FOOT (25') SETBACK FROM ANY DRAINAGE WAY OR PROPOSED EXCAVATED DRAINAGE EASEMENT AND A 75 FOOT (75') SETBACK FROM ANY WATERCOURSES. NO DRANAGE-WAY EASEMENT MAY BE CREATED WITHIN 25' OF ADJOINING PROPERTIES UNLESS A NATURAL DRAINAGE-WAY EXISTED THERE PRIOR TO DEVELOPMENT OR PERMISSION OF THE ADJOINING PROPERTY OWNER IS GIVEN.

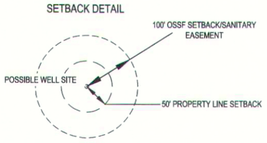
SCHEDULE 'B' EASEMENT NOTES:
10g. JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, EASEMENT AS DISCLOSED IN WARRANTY DEED RECORDED IN VOLUME 1804, PAGE 710, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

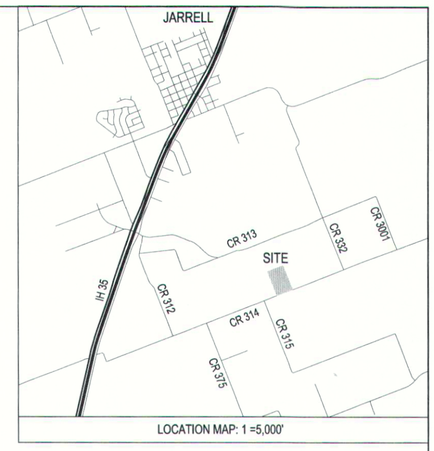
THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.



LEGEND
P.O.B. POINT OF BEGINNING
● 1/2" IRON ROD FOUND
○ SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
X X WIRE FENCE
B.S.L. BUILDING SETBACK LINE
Ⓦ WELL

WELL LOCATION SETBACK DETAIL





LOCATION MAP: 1 =5,000'

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

I, MILBURN WAYNE HILL, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007063885 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN VOLUME 1804, PAGE 714 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS COOMBES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 22 DAY OF June 2018
Milburn Wayne Hill

OWNER:MILBURN WAYNE HILL

OWNER'S AGENT/GENERAL PARTNER:
MR. MILLBURN WAYNE HILL
1930 COUNTY ROAD 314
JARRELL, TX 76537

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Milburn Wayne Hill, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 22 DAY OF June ,2018.

CHRISTIANNA MARIE STROPE
Notary Public, State of Texas
Comm. Expires 06-07-2020
Notary ID 130691508

Christianna Strope Christianna Strope
NOTARY PUBLIC
STATE OF TEXAS

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

For Terron Evertson 6/27/18
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21st DAY OF June , 2018 A.D.
Cindy Bridges Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DATED THIS _____ DAY OF _____, 2018.

BY:

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

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

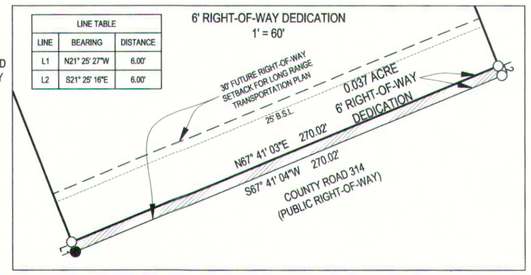
REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

06/21/2018
DATE:

STATE OF TEXAS · REGISTERED · TRAVIS L. QUICKSALL · 6447 · PROFESSIONAL · LAND SURVEYOR

6' RIGHT-OF-WAY DEDICATION
1" = 60'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21° 25' 27"W	6.00'
L2	S21° 25' 16"E	6.00'



OWNER/AGENT		
MILBURN, WAYNE HILL 1930 CR 314 JARRELL, TEXAS, 76537 512-848-2233	QUICK INC. LAND SURVEYING FIRM NUMBER: 10194104 OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX. 78628 PHONE: 512-915-4950	DATE: JUNE 13, 2018 JOB NO. 18-2096 SHEET 1 OF 1

Commissioners Court - Regular Session **30.**

Meeting Date: 07/10/2018

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

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This proposed subdivision consists of 13 lots and 764 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $202,916.00 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 - TK Industrial Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Adam Boatright		Started On: 07/05/2018 11:16 AM
Final Approval Date: 07/05/2018		

T.K. INDUSTRIAL PARK
FINAL PLAT

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

50' FUTURE ROAD ACCESS FOR OLANDER

MAG NAIL IN FENCE POST

N68°27'08"E 1264.01

379.38 | 15' ELEC. ESMT. | 370.92 | 513.74 | 50.00

235.76

LOT 13
2.83 Ac.

LOT 11
2.96 Ac.

LOT 9
3.02 Ac.

S21°32'52"E 325.64

325.65 | 50' R.

N21°50'38"W

N68°27'08"E 377.69

N68°27'08"E 340.92

N68°27'08"E 328.35

N68°27'08"E 155.60

N68°50'13"E 51.63

50' x 50' JOINT ACCESS. ESMT.

N68°50'13"E 9.59

10' PUE

LOT 12
2.39 Ac.

LOT 10
2.14 Ac.

LOT 8
2.97 Ac.

S21°32'52"E 276.99

N21°32'52"W 276.99

S21°32'52"E 246.84

S21°32'52"E 345.30

396.88

25' O.S.S.F.

S21°32'52"E

(S19°00'00"E)
S21°36'16"E

NO-COUNTY ROAD 108

C1 | 10' PUE | 351.38 | 30.0 | 274.36 | 655.74

25' B.L.

25' O.S.S.F.
25' DRAINAGE EASEMENT

N68°25'31"E

TK INDUSTRIAL ROAD
(60' PUBLIC R.O.W.)

N68°27'08"E 300.10

829.47

829.62

N68°25'31"E 350.83 | 30.0 | 274.39 | 655.22

C14 | 10' PUE | C13 | C12 | C11 | C10 | C9 | C8 | C7 | C6 | C5 | C4 | C3 | C2

R=60'
R.P.

20' ACCESS EASEMENT

25' O.S.S.F.

LOT 7
2.97 ACRE DRAINAGE EASEMENT

T.B.M. NOTE
COTTON SPINDLE SET
IN POWER POLE
ELEV = 729.11

LOT 1
2.55 Ac.

LOT 3
2.30 Ac.

LOT 6
2.44 Ac.

271.55 | 50' R.

S21°32'52"E 296.84

N21°32'52"W 296.84

S21°32'52"E 577.62

S21°32'52"E 276.11

326.68

25' O.S.S.F.

S21°32'52"E

1271.16

N68°27'08"E 374.42

N68°27'08"E 340.94

N68°27'08"E 328.34

105.90

S21°32'52"E

(1307.74')
1305.61

50' x 50' JOINT ACCESS. ESMT.

10' PUE

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

LOT 2
2.67 Ac.

LOT 4
2.85 Ac.

LOT 5
3.42 Ac.

N68°27'08"E 156.41

311.69

S21°32'52"E 311.12

S21°32'52"E 310.58

190.28

25' O.S.S.F.

N68°27'08"E 289.96

S21°32'52"E 58.36

N68°09'22"E 54.56

90.44

DRAINAGE EASEMENT 372.81

199.79 | 173.02 | 15' ELEC. ESMT. | 370.94 | 207.60 | 170.90 | 136.76

N69°38'39"E 387.36

P.O.B.

MAG NAIL IN FENCE POST

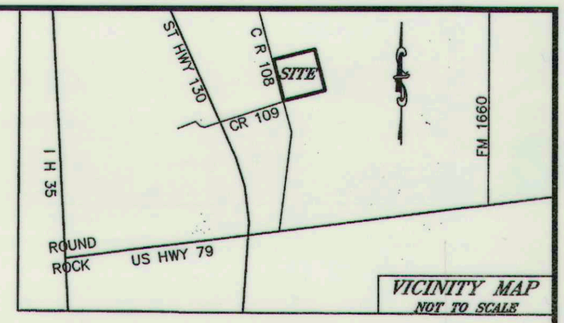
S68°22'04"W
(S70°18'35"W)

951.35
951.05)

MAG NAIL IN FENCE POST

S65°49'12"W
307.66
(S67°40'50"W
307.63)

TODD RIGGAN
27.895 AC.
DOC. 2007024092



VICINITY MAP
NOT TO SCALE

0 50' 100' 200'
SCALE: 1" = 100'

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

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

ENGINEER: BINKELY & BARFIELD
3901 S LAMAR BLVD #430
AUSTIN, TX 78704 / (512) 292-0006

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.15	25.00	S66°42'33"E	35.27
C2	21.68	25.00	N43°35'08"E	21.00
C3	6.05	60.00	N21°38'09"E	6.05
C4	34.30	60.00	N40°54'13"E	33.84
C5	13.44	60.00	N63°41'54"E	13.41
C6	31.71	60.00	N85°15'13"E	31.34
C7	61.15	60.00	S50°24'34"E	58.54
C8	60.43	60.00	N07°38'35"E	57.91
C9	31.71	60.00	S51°38'10"W	31.34
C10	13.44	60.00	S73°11'32"W	13.41
C11	34.30	60.00	N84°00'56"W	33.83
C12	6.02	60.00	N64°46'03"W	6.01
C13	21.68	25.00	N86°44'05"W	21.00
C14	39.39	25.00	S23°17'27"W	35.44

Driveway Culverts				
Lot	Length	Size	FL (in)	FL (out)
–	52'	24" Diameter	730.3'	729.8'
2	59'	24" Diameter	726.7'	725'
4	44'	18" Diameter	727.3'	726.3'
5	48'	2-30" Diameter	719.6'	719.2'
8	48'	2-30" Diameter	719.6'	719.2'
10	46'	24" Diameter	727.6'	726.3'
12	26'	Dip Style Drive	737.9'	736.8'

LEGEND
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- NAIL FOUND
- ( ) RECORD INFORMATION
- R.P. RADIUS POINT

NOTES:
1. BEARING BASIS IS TEXAS STATE PLANE COORDINATES (NAD83), TEXAS CENTRAL ZONE (4203)
2. LOTS 4,5,8, AND 10 MAY NOT BE FURTHER SUBDIVIDED.
3. AVERAGE DAILY TRIPS = 1,129.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUD.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
6. POND MAINTENANCE WILL BE PROVIDED BY THE OWNER.
7. ROADWAY CLASSIFICATION = LOCAL COLLECTOR (RURAL SUBDIVISION. DESIGN SPEED = 25 MPH. TK INDUSTRIAL ROAD LENGTH = 764.4'.
8. DRIVEWAYS FOR LOTS 1 & 3 THROUGH 11 SHALL ONLY CONNECT TO TK INDUSTRIAL ROAD.

LEGAL DESCRIPTION
36.7332 ACRES OUT OF THE AARON ARMSTRONG SURVEY ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 87.56 ACRE TRACT DESCRIBED AS TRACT 4 IN DEED TO NO-COUNT, LLC RECORDED IN DOC. NO. 2013060751 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE SAME TRACT CONVEYED TO 108 TENANT, LLC. AND DPK VENTURES, LLC. BY DEED RECORDED IN DOC. NO. 2017072367, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS
GARY ELI JONES
79198
LICENSED
PROFESSIONAL ENGINEER
6/28/18

T.K. INDUSTRIAL PARK
FINAL PLAT

STATE OF TEXAS
COUNTY OF WILLIAMSON

108 TENANT, LLC AND DPK VENTURES, LLC. ACTING HEREIN THROUGH ITS MANAGER, HOWDY TUCKER, BEING OWNER OF THAT CERTAIN 36.7332 ACRE TRACT OUT OF THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26, IN WILLIAMSON COUNTY, TEXAS, SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2017072367 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND AS SHOWN HEREON AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "T.K. INDUSTRIAL PARK"

WITNESS MY HAND THIS THE 27TH DAY OF JUNE, 2018 A.D.

6/27/2018

HOWDY TUCKER

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HOWDY TUCKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27TH DAY OF JUNE, A.D., 2018

Dianne Lester

NOTARY PUBLIC SIGNATURE

DIANNE LESTER

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 8/20/2020

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

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "X", AREAS OUTSIDE OF THE 500 YEAR FLOODPLAIN AS SHOWN ON PANEL 48491C10505E, PREPARED FOR THE WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 26, 2008

STATE OF TEXAS
REGISTERED
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

6/27/18

HERMAN CRICHTON R.P.L.S. 4046 DATE:

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

Roger Hickman, P.E. For Terron Evertson, P.E. 7/5/18

J. TERRON EVERTSON, PE, DR, CFM
DATE
COUNTY ENGINEER
Roger Hickman

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

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

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

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

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

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

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

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

10) WATER SERVICE WILL BE SUPPLIED BY JONAH WATER SPECIAL UTILITY DISTRICT. AS REQUIRED BY JONAH WATER SUD'S RATE ORDER, ANY APPLICANT FOR NON-STANDARD SERVICE WILL BE REQUIRED TO ENTER INTO A NON-STANDARD SERVICE AGREEMENT WITH JONAH WATER SUD PRIOR TO RECEIVING A BINDING COMMITMENT FOR SERVICE OR FIRE FLOW.

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

12) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

13) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

14) NO MORE THAN 3 LOTS MAY SHARE USE OF A JOINT ACCESS DRIVEWAY.

FIELD NOTES FOR 36.7332 ACRES OUT OF THE AARON ARMSTRONG SURVEY ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 87.56 ACRE TRACT DESCRIBED AS TRACT 4 IN DEED TO NO-COUNT, LLC RECORDED IN DOC. NO. 2013060751 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE SAME TRACT CONVEYED TO 108 TENANT, LLC. AND DPK VENTURES, LLC. BY DEED RECORDED IN DOC. NO. 2017072367, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found in a fence post on the East R.O.W. of County Road 108 being the Northwest corner of a 27.895 acre tract conveyed to Todd Riggan in Doc. No. 2007024092, Official Records of Williamson County, Texas also being the Southwest corner of the said 87.56 acre and 36.7332 acre tracts for the Southwest corner of this tract and the POINT OF BEGINNING.

THENCE N21°50'38"W with the East R.O.W. of County Road 108, a distance of 1,271.16 feet to a 1/2" iron pin set for the Northwest corner of said 36.7332 acre tract and this tract.

THENCE N68°27'08"E through the interior of said 87.56 acre tract, with the North line of said 36.7332 acre tract and this tract, a distance of 1,264.01 feet to a 1/2" iron pin set being on the common line of said 87.56 acre tract and a 8.36 acre tract called Tract 1 in said Doc. No. 2013060751 for the Northeast corner of said 36.7332 acre tract and this tract, from which a mag nail found in a fence post at the Northwest corner of said 8.36 acre tract bears N 21° 36' 16" W, 50.00 feet.

THENCE S21°36'16"E with the East line of said 87.56 acre tract, same being the East line of said 36.7332 acre tract and this tract, passing the West common corner of said 8.36 acre tract and a 3.50 acre tract called Tract 3 in said Doc. No. 2013060751, in all a distance of 1,255.61 feet to a 1/2" iron pin found on the North line of said 27.895 acre tract, at the Southwest corner of said 3.50 acre tract, same being the Southeast corner of the said 87.56 acre and 36.7332 acre tracts, for the Southeast corner of this tract.

THENCE with the common line of said 87.56 acre tract and said 27.895 acre tract, same being the south line of said 36.7332 acre tract and this tract, the following two (2) courses:

1) S65°49'12"W, a distance of 307.66 feet to a mag nail in a fence post found.

2) S68°22'04"W, a distance of 951.35 feet to the POINT OF BEGINNING and containing 36.7332 acres, more or less.

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 5TH DAY OF July, 2018 A.D.

Teresa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

The property shown hereon is located in Zone "X" AREA OUTSIDE THE 500 YEAR FLOOD PLAIN as shown on Community Panel Number 48491C0505E of the FLOOD INSURANCE RATE MAP prepared for WILLIAMSON COUNTY, TEXAS by the Federal Insurance Administration Department, H.U.D.
Effective Date: SEPT. 26, 2008

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

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

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

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

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

DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH

ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

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

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

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

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

INSTRUMENT NO. _____.

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

BY: _____, DEPUTY

Commissioners Court - Regular Session **31.**

Meeting Date: 07/10/2018

Discuss consider and take appropriate action on approval of the final plat for the Star Ranch Commercial Lot 1 Block A subdivision - Pct 4

Submitted For:	Terron Evertson	**Submitted By:**	Adam Boatright, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge
Agenda Category:	Consent		

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Star Ranch Commercial Lot 1 Block A subdivision - Pct 4.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

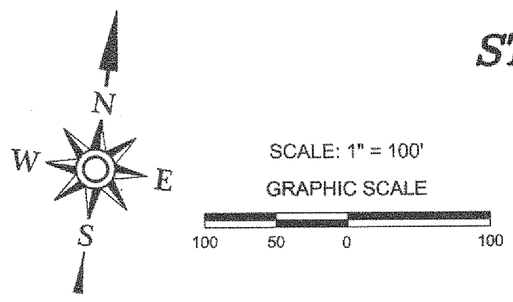
Attachments

Final Plat - Star Ranch Comm Lot 1 Blk A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:59 AM
Form Started By: Adam Boatright		Started On: 07/05/2018 11:32 AM
Final Approval Date: 07/05/2018		

LOT 1, BLOCK A OF THE STAR RANCH COMMERCIAL SUBDIVISION



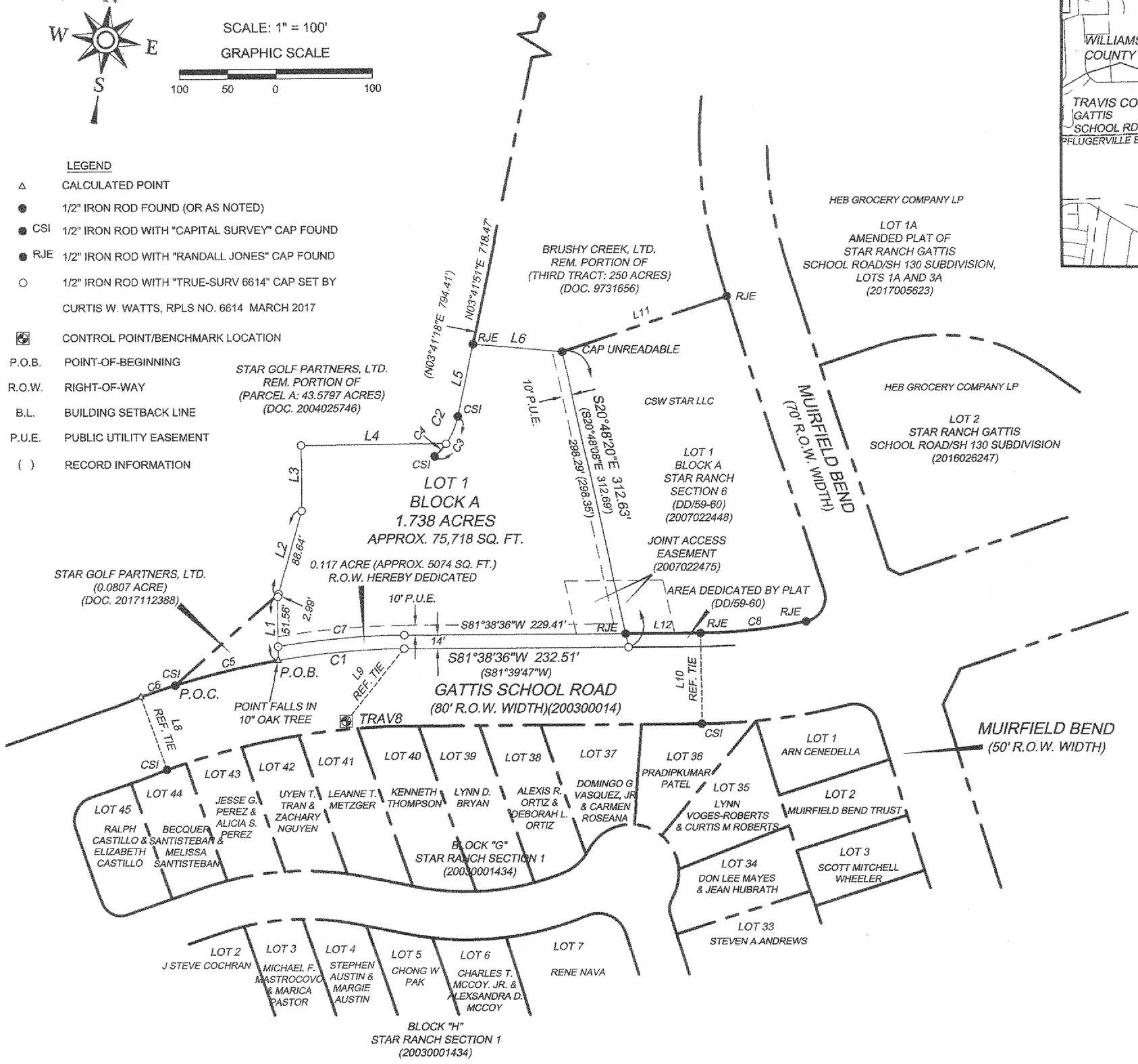
SCALE: 1" = 100'

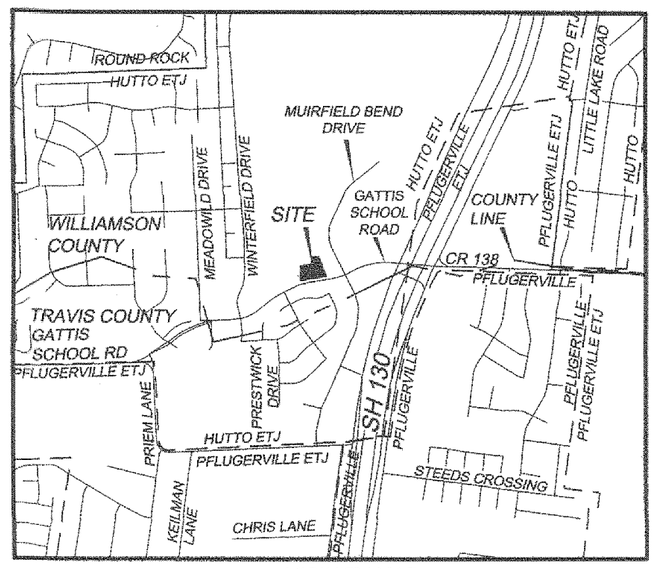
GRAPHIC SCALE

100 50 0 100

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND (OR AS NOTED)
● CSI	1/2" IRON ROD WITH "CAPITAL SURVEY" CAP FOUND
● RJE	1/2" IRON ROD WITH "RANDALL JONES" CAP FOUND
○	1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET BY CURTIS W. WATTS, RPLS NO. 6614 MARCH 2017
⊡	CONTROL POINT/BENCHMARK LOCATION
P.O.B.	POINT-OF-BEGINNING
R.O.W.	RIGHT-OF-WAY
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION





VICINITY MAP
SCALE: 1" = 2000'

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83),CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CONTROL POINT "TRAV8" SHOWN HEREON.

TRAV 8
MAG NAIL WITH WASHER SET IN SIDEWALK

SURFACE COORDINATES:
N 10157418.29
E 3162118.98

TEXAS STATE PLANE COORDINATES:
N 10156281.57
E 3161765.11

ELEVATION = 747.36'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.99988809
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00011192252525
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 01°24'54"

SITE DATA:

TOTAL AREA OF THIS PLAT: 1.855 ACRES
1 NON-RESIDENTIAL LOT = 1.738 ACRES
RIGHT-OF-WAY DEDICATED = 0.117 ACRE

BEING 1.855 ACRES (APPROX. 80,792 SQ. FT.) IN THE JAMES NEILEY SURVEY, ABSTRACT NO. 485, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE 1.855 ACRE TRACT OF LAND CONVEYED TO SR STATION, LLC, A TEXAS LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2017027541 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS: SAID 1.855 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH "CAPITAL SURVEY" CAP FOUND IN THE CURVING NORTH RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD (80' RIGHT-OF-WAY WIDTH) AS DESCRIBED IN DOCUMENT NO. 200300014 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A 0.0807 ACRE TRACT OF LAND CONVEYED TO STAR GOLF PARTNERS, LTD. IN DOCUMENT NO. 2017112388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A COMMON CORNER WITH PARCEL A, A 43.5797 ACRE TRACT OF LAND CONVEYED TO STAR GOLF PARTNERS, LTD. IN DOCUMENT NO. 2004025746 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD, BEING THE SOUTH LINE OF THE SAID 0.0807 ACRE STAR GOLF PARTNERS, LTD. TRACT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 07°42'50", AN ARC LENGTH OF 110.40 FEET AND CHORD BEARING NORTH 68°35'11" EAST, A DISTANCE OF 110.31 FEET TO A CALCULATED POINT IN OAK TREE FOR THE SOUTHWEST CORNER OF THE SAID 1.855 ACRE TRACT, THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND THE POINT OF BEGINNING, BEING THE SOUTHEAST CORNER OF THE SAID 0.0807 ACRE TRACT;

THENCE NORTH 08°21'24" WEST, WITH THE EASTERLY LINE OF THE SAID 0.0807 TRACT, BEING THE WEST LINE OF THE SAID 1.855 ACRE TRACT, A DISTANCE OF 65.74 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV" CAP SET FOR AN ANGLE POINT HEREOF;

THENCE NORTH 07°16'40" EAST, CONTINUING WITH THE WEST LINE OF THE SAID 1.855 ACRE TRACT AND THE EASTERLY LINE OF THE SAID 0.0807 ACRE TRACT, PASSING A 1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET AT A DISTANCE OF 2.99 FEET AT THE NORTHEAST CORNER OF THE SAID 0.0807 ACRE TRACT, BEING A COMMON CORNER OF SAID PARCEL A, CONTINUING WITH THE COMMON LINE OF THE SAID 1.855 ACRE TRACT AND SAID PARCEL A, IN ALL, A DISTANCE OF 91.63 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV" CAP SET FOR AN ANGLE POINT HEREOF;

THENCE CONTINUING WITH THE COMMON LINES OF THE SAID 1.855 ACRE TRACT AND SAID PARCEL A, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 08°06'06" WEST, A DISTANCE OF 67.91 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET;
2. NORTH 81°38'36" EAST, A DISTANCE OF 150.12 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET;
3. WITH A CURVE, TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 23°46'47", AN ARC LENGTH OF 31.13 FEET, AND CHORD BEARING NORTH 15°35'25" EAST, A DISTANCE OF 30.90 FEET TO A 1/2" IRON ROD WITH "CAPITAL SURVEY" CAP FOUND;
4. NORTH 03°41'51" EAST, A DISTANCE OF 75.90 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET FOR THE NORTHWEST CORNER OF THE SAID 1.855 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT OF LAND, BEING A SOUTHWEST CORNER OF A REMAINING PORTION OF THE SAID 250 ACRE TRACT;

THENCE NORTH 86°54'52" EAST, WITH THE NORTH LINE OF THE SAID 1.855 ACRE TRACT, BEING A SOUTHERLY LINE OF A REMAINING PORTION OF THE SAID 250 ACRE TRACT, A DISTANCE OF 92.89 FEET TO A 1/2" IRON ROD WITH ILLEGIBLE CAP FOUND AT THE NORTHWEST CORNER OF LOT 1, BLOCK A OF STAR RANCH SECTION 6, A SUBDIVISION OF RECORD IN CABINET DD, SLIDES 59-60 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DULY RECORDED IN DOCUMENT NO. 2007022448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A CORNER OF A REMAINING PORTION OF THE SAID 250 ACRE TRACT;

THENCE SOUTH 20°48'20" EAST, WITH THE SOUTHWEST LINE OF SAID LOT 1, BEING THE EAST LINE OF THE SAID 1.855 ACRE TRACT, AT A DISTANCE OF 298.29 FEET PASSING A 1/2" IRON ROD WITH "RJE" CAP FOUND AT AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD, IN ALL, A DISTANCE OF 312.63 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV" CAP AT ANOTHER ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD, FOR THE SOUTHEAST CORNER OF THE SAID 1.855 ACRE TRACT AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD, BEING THE SOUTH LINE OF THE SAID 1.855 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 81°38'36" WEST, A DISTANCE OF 232.51 FEET TO A 1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET FOR POINT OF CURVATURE OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 09°11'06", AN ARC LENGTH OF 131.45 FEET, AND A CHORD BEARING SOUTH 77°02'09" WEST, A DISTANCE OF 131.31 FEET TO THE POINT OF BEGINNING, CONTAINING 1.855 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CONTROL POINT "TRAV8".

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N08°21'24"W	65.74'
L2	N07°16'40"E	91.63'
L3	N08°06'06"W	67.91'
L4	N81°38'36"E	150.12'
L5	N03°41'51"E	75.90'
L6	N86°54'52"E	92.89'
L7	S20°48'20"E	14.34'
	(S20°48'08"E)	(14.34')
L8	S27°53'53"E	80.00'
L9	S31°14'03"W	96.06'
L10	N08°22'23"W	94.02'
L11	N63°34'30"E	180.05'
	(N63°31'21"E)	(180.00')
L12	N81°43'10"E	78.31'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	820.00'	9°11'06"	131.45'	S77°02'09"W	131.31'
	(75.00')				
C2	75.00'	23°46'47"	31.13'	N15°35'25"E	30.90'
C3	75.00'	37°22'27"	48.92'	N22°23'16"E	48.06'
	(75.00')		(48.66')	(N22°16'33"E)	(47.81')
C4	75.00'	13°35'40"	17.80'	S34°16'39"W	17.75'
C5	820.00'	7°42'50"	110.40'	N68°35'11"E	110.31'
	(820.00')				
C6	820.00'	2°37'39"	37.60'	S63°24'56"W	37.60'
C7	834.00'	9°01'45"	131.43'	S77°06'49"W	131.29'
C8	546.00'	11°31'59"	109.91'	N75°57'14"E	109.72'

LOT 1, BLOCK A OF THE STAR RANCH COMMERCIAL SUBDIVISION
OWNER: SR STATION, LLC, A TEXAS LIMITED LIABILITY COMPANY
JAMES H. NEILY SURVEY, ABSTRACT NO. 485

PLAT REVISION DATE: MAY 22, 2018

NO. OF BLOCKS: 1
NO. OF LOTS 1
NEW STREETS: NONE
DATE OF SURVEY: MARCH 23, 2017.

SURVEYOR:
ALL COUNTY SURVEYING, INC.
205 EAST UNIVERSITY, SUITE 167
GEORGETOWN, TX 78626

ENGINEER: CATALYST ENGINEERING GROUP
100 SOUTH 2ND STREET
PFLUGERVILLE, TEXAS 78660

ALL COUNTY SURVEYING, INC.
4330 S. 5th Street
Temple, Texas 76504
254-778-2272
Georgetown, Texas 512-688-5485
Killeen, Texas 254-634-4636
Fax 254-774-7608
Tx. Firm Llc. No. 10023600

Plot Date: 05-22-2018
Survey completed 03-23-2017
Scale: 1" = 100'
Job No. 170414
Dwg No. 170414
Drawn by CWW/MDH
Surveyor CCL #4636

LOT 1, BLOCK A OF THE STAR RANCH COMMERCIAL SUBDIVISION

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

THAT SR STATION, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH ITS PRESIDENT, TIM TIMMERMAN, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED OF RECORD IN DOCUMENT NO. 2017027541 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO, TEXAS, AND WILLIAMSON COUNTY, TEXAS, THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS

LOT 1, BLOCK A OF THE STAR RANCH COMMERCIAL SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23rd DAY OF May, 2018

TIM TIMMERMAN, PRESIDENT
SR STATION, LLC, A TEXAS LIMITED LIABILITY COMPANY
2490 FM 685
HUTTO, TEXAS 78634
(512) 784-3362

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd DAY OF May, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Whitney D Horstmann
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: 12-18-2021

WHITNEY D HORSTMANN NOTARY PUBLIC STATE OF TEXAS ID: 129656763 EXP. 12-18-2021

CITY DEVELOPMENT SERVICES:

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 30th DAY OF May, 2018.

ASHLEY LUMPKIN, AICP, EXECUTIVE DIRECTOR
of BUSINESS & DEVELOPMENT SERVICES

5/30/18
DATE

CITY MAYOR AND CITY SECRETARY SIGNATURES

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ON THE 19th DAY OF April, 2018.

DOUG GAUL, MAYOR — 5/25/18 DATE

LISA L. BROWN, CITY SECRETARY — 5/25/18 DATE

ENGINEER'S CERTIFICATION:

I, TIMOTHY J. MOLTZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

TIMOTHY J. MOLTZ
TEXAS REGISTRATION NO. 77901
CATALYST ENGINEERING GROUP
100 SOUTH 2ND STREET
PFLUGERVILLE, TEXAS 78660

5-23-18
DATE

STATE OF TEXAS TIMOTHY JOHN MOLTZ 77901 REGISTERED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, CHARLES C. LUCKO, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

CHARLES C. LUCKO
TEXAS REGISTRATION NO. 4636
ALL COUNTY SURVEYING, INC.
205 EAST UNIVERSITY, SUITE 167
GEORGETOWN, TX 78626

5.22.2018
DATE

STATE OF TEXAS REGISTERED CHARLES C. LUCKO 4636 PROFESSIONAL LAND SURVEYOR

FLOOD PLAIN NOTE:

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NO. 48491C0515E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

WILLIAMSON COUNTY 911 ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 23rd DAY OF May, 2018

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

5-23-18
DATE

GENERAL NOTES

1. A 10' P.U.E. IS DEDICATED ALONG AND ADJACENT TO ALL STREET PROPERTY LINES.
2. ALL RIGHT-OF-WAYS AND EASEMENTS TO BE PUBLICALLY DEDICATED ON THIS PLAT ARE FREE OF LIENS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. SIDEWALKS SHALL BE CONSTRUCTED ON STREETS BOUNDING THE SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
5. THIS SUBDIVISION IS RESTRICTED TO COMMERCIAL USE, UNLESS OTHERWISE INDICATED.
6. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 AFTER THE APPROPRIATED WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THE SITE. THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
7. THIS SUBDIVISION IS SUBJECT TO THE STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 2008.
9. A DEFACTO CERTIFICATE OF COMPLIANCE IS HERE BY ISSUED FOR THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE FO THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO THE PROPERTY DEFECTS AND NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR PLACEMENT OF THE IMPROVEMENT.
11. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3.
12. THE SETBACK ALONG GATTIS SCHOOL ROAD SHALL BE A MINIMUM OF 50 FEET AND THE REAR YARD SETBACK SHALL BE A MINIMUM OF 25 FEET. SIDEYARD SETBACK SHALL BE A MINIMUM OF 10 FEET OR 0 FEET FOR COMMON WALLS.
13. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO 2002 SUBDIVISION CODE AS ADOPTED BY CITY OF HUTTO ORDINANCE NO. 1216-02 AND ORDINANCE NO. 5-17-04, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
14. STORM WATER DISCHARGE FROM THE SUBJECT PROPERTY OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS UNDER DEVELOPED CONDITIONS MAY EXCEED THAT OF THE EXISTING PRE-DEVELOPMENT PEAK RATES, AS CALCULATED DURING THE SITE PLAN REVIEW PROCESS AND BASED ON STANDARD ENGINEERING PRACTICE, WITH THE APPROVAL OF THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3.
15. THE SURFACE OF ALL PUBLICLY DEDICATED EASEMENT AREAS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

ELECTRIC:	GAS:	WATER/WASTEWATER:
ONCOR ELECTRIC DELIVERY 350 TEXAS AVENUE ROUND ROCK, TEXAS 78664 PAUL LEMONS PHONE: 512-244-5693	ATMOS ENERGY CORP. 3110 NORTH IH-35 ROUND ROCK, TEXAS 78664 BRAD CROSSWHITE PHONE: 512-310-3801	WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 1101 CAPITAL OF TEXAS HIGHWAY, SUITE D110, AUSTIN, TEXAS 78746 ROBERT FERGUSON, MURFEE ENGINEERING PHONE 512-327-9204

17. 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.
18. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
19. THE COUNTY ASSUMES NO RESPONSIBLITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
20. ANY EASEMENTS AND SETBACKS SHOWN HEREON THAT ARE CREATED BY A SEPARATE INSTRUMENT SHALL BE GOVERNED BY THE TERMS, PROVISIONS AND CONDITIONS OF SUCH SEPARATE INSTRUMENT, AND THE LOCATIONS OF SUCH EASEMENTS DEPICTED HEREON ARE APPROXIMATE WITH THE EXACT LOCATIONS SET FORTH IN SUCH SEPARATELY RECORDED INSTRUMENT.

COUNTY JUDGE'S APPROVAL

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

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK CERTIFICATION

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

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

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

ALL COUNTY SURVEYING, INC.
4330 S. 5th Street
Temple, Texas 76504
254-778-2272
Georgetown, Texas 512-688-5485
Killeen, Texas 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600

Plot Date: 05-22-2018
Survey completed _____
Scale: _____
Job No. _____
Dwg No. _____
Drawn by _____
Surveyor _____

Commissioners Court - Regular Session **32.**

Meeting Date: 07/10/2018

Dist Clerk Award

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action recognizing Williamson County District Clerk Lisa David as being named the District Clerk of the Year for the State of Texas by the County and District Clerk Association (CDCAT).

Background

The award of District Clerk of the Year for the State of Texas was presented to Mrs. David for outstanding and distinguished service by a District Clerk at the 123 rd Annual County and District Clerk Association meeting on June 14th in San Antonio, Texas. Lisa has served as District Clerk for Williamson County for the past 12 years and has been employed by the District Clerk's office for 37 years.

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	06/25/2018 08:45 AM
Form Started By: Hal Hawes		Started On: 06/22/2018 03:00 PM
Final Approval Date: 06/25/2018		

Commissioners Court - Regular Session **33.**

Meeting Date: 07/10/2018

WCHC

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing new members to the Williamson County Historical Commission.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Rebecca Clemons	07/03/2018 11:04 AM
Form Started By: Rebecca Clemons		Started On: 06/29/2018 03:46 PM
Final Approval Date: 07/03/2018		

Commissioners Court - Regular Session **34.**

Meeting Date: 07/10/2018

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	06/05/2018 12:34 PM
Form Started By: Lydia Linden		Started On: 06/04/2018 10:33 AM
Final Approval Date: 06/05/2018		

Commissioners Court - Regular Session **35.**

Meeting Date: 07/10/2018

North Campus Facility P324 - Change Order 57

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order #57 from Vaughn Construction in the amount of $63,922.00 to fund all asphalt overruns at roads and parking lots. This change order is being funded by the Owners and Construction Managers Contingencies.

Background

This change order is to approve the use of funds that are already inside of the GMP contract to fund the overruns in asphalt quantities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 57

NCF CO57 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:42 PM
Form Started By: Gina Wrehsnig		Started On: 06/29/2018 09:37 AM
Final Approval Date: 06/29/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

June 07, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0057

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Asphalt Adjustments for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0057

QUOTATION :

Item	Labor	Materials	Subs	Total
Asphalt Overruns	$0.00	$0.00	$54,605.00	$54,605.00
Asphalt Adjustments Material Waste	$0.00	$0.00	$9,317.00	$9,317.00
To Be Funded By Owners Contingency	$0.00	$(54,605.00)	$0.00	$(54,605.00)
To Be Funded By CM Contingency	$0.00	$(9,317.00)	$0.00	$(9,317.00)
Totals	$0.00	$(63,922.00)	$63,922.00	$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: 6/21/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	OCO	0	-	$377,829	$0	$0	$47,387	($425,216)	$0	$0	$22,712,676
54	OCO	0	-	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	-	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	10	-	$63,922	($9,317)	($54,605)	$0		$0	$0	$22,712,676
Current Amounts		**211**	**201**	**$20,152,845**	**$234,794**	**$131,936**	**$2,078,987**	**($560,720)**	**$674,834**	**$22,712,676**	**$22,712,676**

WPM Construction Services, Inc.

Job #16-30 Williamson County North Campus

Asphalt Adjustments

Item #	Description	Quantity	Units	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Material	Material Cost	Unit Cost Labor	Labor Cost	Subtotal
	Asphalt quanity overrun	1482.00	SY	$ 10.15	$ 15,042.30	TO BE FUNDED BY OWNERS CONTINGENCY						$ 15,042.30
	Corrected Equipment / labor	1.00	LS	$ 3,650.00	$ 3,650.00	TO BE FUNDED BY OWNERS CONTINGENCY						$ 3,650.00
	1 " Overlay	4585.00	SY	$ 6.75	$ 30,948.75	TO BE FUNDED BY OWNERS CONTINGENCY						$ 30,948.75
	Material waste	121.00	SY	$ 70.00	$ 8,470.00	TO BE FUNDED BY CM CONTINGENCY						$ 8,470.00
												$ 65,081.05
											5.00%	$ ~~9,762.16~~
												$ ~~74,843.00~~

Date: 5/17/2018

Subtotal $58,111
OH&P(10%) $5,811

Total Amount to Be Funded by:

Owners Contingency = $54,605
CM Contingency = $9,317

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 57

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 57

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56		Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57		Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58		Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59		Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60		Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61		Owner	0	$ 49,269.00	$ -	$ (49,269.00)					$ 22,712,677.00
			196	**$ 20,988,949.00**	**$ 244,463.00**	**$ 50,094.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,343,451.00

Commissioners Court - Regular Session **36.**

Meeting Date: 07/10/2018

North Campus Facility P324 - Change Order 61

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order #61 from Vaughn Construction in the amount of $49,269.00 to fund the installation of automatic door openers at all overhead doors at buildings D&G. This change order is being funded by the Owners Contingency.

Background

This change order is to approve the use of funds that are already inside of the GMP contract to fund the installation of automatic overhead door openers which are necessary due to the size and weight of the doors.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 61

NCF CO61 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2018 03:43 PM
Form Started By: Gina Wrehsnig		Started On: 06/29/2018 09:45 AM
Final Approval Date: 06/29/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

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

June 20, 2018

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

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0061

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Installation of Commercial Operators to Overhead Doors at Bldg. d & g for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Form B, Subcontractor Pricing Back-up

Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0061

QUOTATION :

Install Power & Controls to Operators for OI Doors at Bldg. d & g	$0.00	$0.00	$22,321.00	$22,321.00
Install Commercial Operators to OH Doors at Bldg. d & g	$0.00	$0.00	$26,669.00	$26,669.00
Subcontractor Default Insurance	$0.00	$279.00	$0.00	$279.00
To Be Funded By Owners Contingency	$0.00	$(49,269.00)	$0.00	$(49,269.00)
Totals	$0.00	$(48,990.00)	$48,990.00	$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**

0 Days

6/20/2018

Doug Boram

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$19,494	$0	($19,494)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	($38)	$22,712,638
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	($1,230)	$22,711,408
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	($87)	$22,711,321
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	OCO	0	-	$377,829	$0	$0	$47,387	($425,216)	$0	$0	$22,712,638
54	OCO	0	-	$20,376	$0	($20,586)	$210		$0	($700)	$22,711,937
55	OCO	0	-	($390)	$0	$390	$0		$0	$13	$22,712,651
56	OCO	0	-	$5,676	$0	($5,676)	$0		$0	($195)	$22,712,443
57	OCO	0	-	$63,922	($9,317)	($54,605)	$0		$0	($56,802)	$22,655,835
58	OCO	0	-	$24,379	$0	($24,379)	$0		$0	($838)	$22,711,800
59	OCO	0	-	$2,107	$0	($2,128)	$21		$0	($72)	$22,712,565
60	OCO	0	-	$1,631	$0	($1,631)	$0		$0	($56)	$22,712,582
61	OCO	0	-	$48,990	$0	($49,269)	$279		$0	($1,684)	$22,709,724
Current Amounts		**201**	**201**	**$20,229,952**	**$234,794**	**$54,529**	**$2,079,287**	**($560,720)**	**$674,834**	**$22,650,986**	**$22,650,986**

SCHMIDT ELECTRIC

June 20, 2018

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

Reference: Williamson County North Campus Facility
Electrical Proposal PCO- 041
Power for OH Doors at Building D

We are pleased to provide the following proposal for the work as requested by Vaughn Construction. ASI-50

Proposal: **$ 12,557.00**
Twelve Thousand Five-Hundred and Fifty-Seven dollars

Inclusions:

Item No.	
1	Install power to six overhead coiling doors in building D.

Exclusions and Clarifications:
Price is firm for 30 days from the date of this proposal.

No work will be started until a fully executed contract, Change Order or Notice to Proceed is received.

Sincerely,

Accepted By **Date**

Schmidt Electric Company
Scott Schwartz
Project Manager

SUBCONTRACTOR UNIFORM CHANGE ORDER REQUEST SUMMARY SHEET

Date: 06/20/2018

General Contractor Change Order Request No. _____

Subcontractor Change Order Request No. PCO-041

Contractor Name Schmidt Electric Company

CHANGE ORDER DESCRIPTION:
Install power for OH doors in Building D.

DIRECT LABOR COSTS - see attached sheets for breakdown of hours					
PM		4.00	76.97	307.88	
Foreman		66.00	48.85	3,224.10	
Foreman OT		4.00	69.82	279.28	
JIW		66.00	41.60	2,745.60	
JIW OT		4.00	59.08	236.32	
				-	
SUBTOTAL				6,793.18	

DIRECT MATERIAL COSTS - see attached backup					
Material	Lot	1	665.00	665.00	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				665.00	

EQUIPMENT COSTS					
Consumables 4% of materials	Lot	1	26.60	26.60	
Small Tools 4% of labor	Lot	1	271.73	271.73	
Equipment Rental (Includes Delivery)	Lot	1	2,120.00	2,120.00	
SUBTOTAL				2,418.33	

INDIRECT COSTS - Lower Tiered Subcontractors/Job expenses					
Truck and Phone		1	995.00	995.00	
		1	-	-	
		1	-	-	
		1	-	-	
		1	-	-	
		1	-	-	
SUBTOTAL				$ 995.00	

TOTALS	$	10,871.51
SALES TAX (on equipment & material subtotals only)		
TOTAL OF ALL COSTS	$	10,871.51
OVERHEAD @ 10%		
PROFIT @ 5%		
BOND @ CONTRACTUUAL RATE		
GRAND TOTAL FOR THIS CHANGE ORDER REQUEST	**$**	**12,557.00**

Contract value before this Change Request

Contract value after this Change Request

Impact to contract schedule affected by this Change Order request _____ Days

Subcontractors Representative Signature _____

Subcontractors Certification

_____

GC APPROVAL

_____

Print Date 6/20/2018

SCHMIDT ELECTRIC

June 20, 2018

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

Reference: Williamson County North Campus Facility
Electrical Proposal PCO- 042
Power for OH Doors at Building G

We are pleased to provide the following proposal for the work as requested by Vaughn Construction. ASI-50

Proposal: **$ 9,764.00**
Nine Thousand Seven-Hundred and Sixty-Four dollars

Inclusions:

Item No.	
1	Install power to **4** overhead coiling doors in building G.

Exclusions and Clarifications:
Price is firm for 30 days from the date of this proposal.

No work will be started until a fully executed contract, Change Order or Notice to Proceed is received.

Sincerely,

Accepted By **Date**

Schmidt Electric Company
Scott Schwartz
Project Manager

SUBCONTRACTOR UNIFORM CHANGE ORDER REQUEST SUMMARY SHEET

Date: 06/20/2018

General Contractor Change Order Request No. _____

Subcontractor Change Order Request No. PCO-042

Contractor Name Schmidt Electric Company

CHANGE ORDER DESCRIPTION:
Install power to OH doors. In building G.

DIRECT LABOR COSTS - see attached sheets for breakdown of hours				
PM	4.00	76.97	307.88	
Foreman	44.00	48.85	2,149.40	
Foreman OT	3.00	69.82	209.46	
JIW	44.00	41.60	1,830.40	
JIW OT	3.00	59.08	177.24	
			-	
SUBTOTAL			4,674.38	

DIRECT MATERIAL COSTS - see attached backup					
Material	Lot	1	459.00	459.00	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				459.00	

EQUIPMENT COSTS					
Consumables 4% of materials	Lot	1	18.36	18.36	
Small Tools 4% of labor	Lot	1	186.98	186.98	
Equipment Rental (Includes Delivery)	Lot	1	2,120.00	2,120.00	
SUBTOTAL				2,325.34	

INDIRECT COSTS - Lower Tiered Subcontractors/Job expenses					
Truck and Phone		1	995.00	995.00	
		1	-	-	
		1	-	-	
		1	-	-	
		1	-	-	
		1	-	-	

SUBTOTAL	$	995.00
TOTALS	$	8,453.72
SALES TAX (on equipment & material subtotals only)		
TOTAL OF ALL COSTS	$	8,453.72
OVERHEAD @ 10%		
PROFIT @ 5%		
BOND @ CONTRACTUUAL RATE		
GRAND TOTAL FOR THIS CHANGE ORDER REQUEST	**$**	**9,764.00**

Contract value before this Change Request

Contract value after this Change Request

Impact to contract schedule affected by this Change Order request Days

Subcontractors Representative Signature _____

Subcontractors Certification

_____

GC APPROVAL

_____

Print Date 6/20/2018

Cedar Park OVERHEAD DOORS

Estimate

1408 N. Bell Blvd
Cedar Park, TX 78613

512-961-5691 Sales
512-335-7441 Office
512-219-1538 Fax

Estimate valid for 30 days

Date	Estimate #
6/15/2018	MOTORv1

Bill To:	Ship To:
Vaughn Construction 6604 N Lamar Blvd Austin, TX 78752-3502	Vaughn Construction 6604 N Lamar Blvd Austin, TX 78752-3502

Customer Phone	Customer Fax	Customer E-mail	Rep
			TODD

Description	Qty	Rate	Total
Cornell/Cookson SGH 1 HP 1 HP GH 120/1/60 Aux. Chain 3 BUT. PB STA. SURF MT. NEMA 1 FRONT OF COIL MNTD MOTOR PHOTO EYES NEMA4X FRABA RT MOUNT RT HOIST	10	2,361.85	23,618.50T
Installation of Commercial operator. To include Physical installation of operator, controls and low voltage wiring. No High Voltage work or wiring to be performed by Cedar Park Overhead Doors.	10	250.00	2,500.00T
Rental fee for Special tool or lift used in commercial applications charged to the customer.	1	150.00	150.00T
Flex Conduit - Wire - etc.	1	400.00	400.00T

Estimate Accepted By:_____ Date:_____

By signing above I accept the terms and conditions of this estimate and authorize CPOD to begin the work described.

Cedar Park Overhead Doors reserves the right to modify and/or withdraw this bid in part or in its entirety at any time. Cedar Park Overhead Doors is not responsible nor to be held financially liable, for errors or omissions in bid documents or addendums received from architect or general contractor. General Contractor acknowledges our exclusions and clarifications by acceptance of this proposal. This bid is valid for 30 days from date of document.

Total	$26,668.50
~~**Sales Tax (8.25%)**~~	~~$2,200.15~~

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 61

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 61

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56		Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57		Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58		Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59		Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60		Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61		Owner	0	$ 49,269.00	$ -	$ (49,269.00)					$ 22,712,677.00
			196	**$ 20,988,949.00**	**$ 244,463.00**	**$ 50,094.00**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ 1,343,451.00

Commissioners Court - Regular Session **37.**

Meeting Date: 07/10/2018

IH-35 at Reagan Blvd Binkley and Barfield Contract Amendment No 3

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. 3 to the IH-35 @ Ronald Reagan Blvd. contract between Williamson County and Binkley & Barfield, Inc. (BBI) relating to the 2013 Road Bond Program. Project: P231. Funding Source: Road Bonds.

Background

Compensation Cap is increased from $3,079,073.00 to $3,160,000.00, an increase of $80,963.00. The maximum amount payable in the supplemental work authorization is increased from $1,739,752.00 to $1,803,161.00, an increase of $63,409.00. The increase will cover schematic, IAJR and PS&E revisions requested by TxDOT.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IH35atReagan-BBI-ContractAmendment3

IH35atReagan-BBI-SWA2WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 08:53 AM
Form Started By: Marie Walters		Started On: 07/03/2018 11:32 AM
Final Approval Date: 07/05/2018		

RECEIVED
JUN 22 2018
BY: PST

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
IH-35 @ Ronald Reagan Blvd. / CSJ 0015-08-141 and
IH-35 Frontage Road Conversion / CSJ 0015-08-142 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley and Barfield, 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 October 10, 2014 (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 $3,079,037; 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 $3,079,037to $3,160,000.

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

Brian Rice
Printed Name

Vice President
Title

4/21/18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

OK
mdy 6/25/18

_____
Date

RECEIVED
JUN 22 2018
BY: PST

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
IH-35 Frontage Road Conversion

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 10, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective December 8, 2015 (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:

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

III. The Work Authorization shall terminate on December 31, 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 this Work Authorization is increased from $1,739,752 to $1,803,161

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
Brian Rice Printed Name	_____ Printed Name
Vice President Title	_____ Title
6/21/18 Date	_____ Date

OK
mky 6/25/18

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 Engineer

The general tasks below, not in the original scope of work, are proposed to be added to this WA:

- New Tasks:
  - Update TxDOT schematic only as follow:
    - Move north ramp RSE2
    - Adjust gore striping for the following ramps RNX2, RNE2, RSX2, RSE3 and RSX3
    - Incorporate additional lengths to RSE2 on the mainlines to tie-in to the future auxiliary lane under the proposed Ronald Reagan bridge.
  - Update IAJR to incorporate these changes
  - Update TxDOT PS&E plans and associated documents, except schedules, required by TxDOT checklists to incorporate changes made to the schematic.

WA 2 Exclusions:

- Scope of work does not include construction phase services
- Conversion of files to 3D design.
- Access control management for existing driveways
- Future interchanges and ramps design
- Environmental reevaluation
- Update to previously submitted Design Exceptions based on schematic revisions
- Drainage report update
- Design and time
- Additional geotechnical services

Total Fee to be added:

Project Management:	$ 5,759
QA/QC:	$ 7,072
Schematic & PS&E:	$42,250
IAJR & Traffic Operation:	$ 804
Drainage:	$ 6,448
Reimbursable:	$ 1,078
Total:	$63,409

Attachment C – Work Schedule

Milestone	Task Description	Begin Date	End Date
Task 1	Project Management	6/18/18	3/31/19
Task 2	Schematic and IAJR Revisions	6/19/18	12/13/18
Task 3	PS&E Design Phase Services	8/25/18	1/10/19
Task 4	Letting Phase	On TxDOT Letting Schedule for March 2019	

35 FR Proposed Project Schedule

Task Name	Duration (day)	Start	Finish	
Prepare sub agreement	2	6/18/2018	6/20/2018	
SCHEMATIC & ENVIRONMENTAL PHASE SERVICES	177	6/19/2018	12/13/2018	
100% Schematic	21	6/19/2018	7/10/2018	Includes QA/QC and revisions (one week)
GEC/TxDOT Concurrent Review	14	7/11/2018	7/25/2018	**Schedule comment resolution meeting beginning of review week 2**
TxDOT Review meeting		7/26/2018	7/26/2018	
Receive TxDOT comments	14	7/26/2018	8/9/2018	
Address final comments	14	8/10/2018	8/24/2018	
100% Approval by TxDOT DES	61	8/25/2018	10/25/2018	
Update IAJR	21	6/26/2018	7/17/2018	
IAJR GEC/Austin District Review	14	7/17/2018	7/31/2018	
Address IAJR Comments	7	8/1/2018	8/8/2018	
TxDOT submit IAJR to Division	6	8/8/2018	8/14/2018	
IAJR Division Review	42	8/14/2018	9/25/2018	30 BD
Address IAJR Division Comments	7	9/26/2018	10/3/2018	
TxDOT submit IAJR to FHWA	1	10/3/2018	10/4/2018	
IAJR FHWA Review	43	10/4/2018	11/16/2018	30 BD + 1 holiday
Address IAJR FHWA Comments	9	11/19/2018	11/28/2018	2 holidays
FHWA approves IAJR	14	11/29/2018	12/13/2018	
PS&E DESIGN PHASE SERVICES	138	8/25/2018	1/10/2019	
100% PS&E	33	8/25/2018	9/27/2018	finish PS&E after schematic 100% comments are addressed (2 weeks for final QA/QC an
GEC/TxDOT Concurrent Review	14	9/28/2018	10/12/2018	**Schedule comment resolution meeting beginning of review week 2**
TxDOT Review meeting		10/5/2018	10/5/2018	
Receive TxDOT comments	14	10/5/2018	10/19/2018	
Address final comments	21	10/20/2018	11/10/2018	Includes QA/QC (one week)
100% Approval by TxDOT DES	60	11/11/2018	1/10/2019	
LETTING PHASE	30	3/1/2019	3/31/2019	
Begin Advertisement	30	3/1/2019	3/31/2019	Verify letting date
Open Contractor Bids		3/31/2019		

Assumed NTP 6/18/2018

ATTACHMENT D - WA #2

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
Work Authorization #2 - IH-35 Frontage Road Conversions
6/15/2018

IH-35 FRONTAGE ROAD CONVERSIONS	GRAND TOTAL	BBI	LJA	Alliance	CoxMcLain	Inland	Raba-Kistner	CD&P	TASK TOTAL
TASK NO./DESCRIPTION									
I. PROJECT MANAGEMENT									
SUBTOTAL		$ 5,196	$ 563						$ 5,759
II. QA / QC AND PROJECT SPECIFIC QA/QC PLAN									
SUBTOTAL		$ 4,212	$ 2,860						$ 7,072
III. FRC SCHEM / PRELIM AND RDWY DESIGN (60,90 & 100%)									
SUBTOTAL		$ 38,562	$ 3,688						$ 42,250
IV. TOPOGRAPHIC AND ROW SURVEYS									
SUBTOTAL		$ -							$ -
V. IAJR & TRAFFIC OPERATIONS									
SUBTOTAL		$ 804							$ 804
VI. DRAINAGE									
SUBTOTAL		$ -	$ 6,448						$ 6,448
VII. PUBLIC INVOLVEMENT									
SUBTOTAL		$ -							$ -
VIII. GEOTECHNICAL									
SUBTOTAL		$ -							$ -
IX. ENVIRONMENTAL									
SUBTOTAL		$ -							$ -
X. BID PHASE SERVICES									
SUBTOTAL		$ -							$ -
TOTAL LABOR FOR DESIGN SERVICES	$62,332	$ 48,774	$ 13,558	$ -	$ -	$ -	$ -	$ -	$ 62,332
PROJECT EXPENSE ESTIMATE	$1,078	$ 1,078							$ 1,078
TOTAL PROJECT COST	$63,409	$ 49,852	$ 13,558	$ -	$ -	$ -	$ -	$ -	$ 63,409

Attachment D - WA #2
RATE SCHEDULE
Binkley & Barfield - Prime
Schematic Development, Preliminary Design, Final Design and Construction Documents

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
Work Authorization #2 - IH-35 Frontage Road Conversions
6/15/2018

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
I. PROJECT MANAGEMENT											
1. Additional project Coordination with County HNTB and TxDOT		6									6
2. Additional general Administration, internal progress meetings including Sub-Consultant Coordination		10		8		4		4			26
HOURS SUB-TOTALS	0	16	0	8	0	4	0	4	0	0	32
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$150.00	$115.00	$95.00	$200.00	$100.00	$85.00	$65.00	
TOTAL LABOR COSTS	$0.00	$3,216.00	$0.00	$1,200.00	$0.00	$380.00	$0.00	$400.00	$0.00	$0.00	$5,196.00
% DISTRIBUTION OF STAFFING	0.00%	50.00%	0.00%	25.00%	0.00%	12.50%	0.00%	12.50%	12.50%	0.00%	
SUBTOTAL											**$5,196.00**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
II. QA / QC AND PROJECT SPECIFIC QA/QC PLAN											
QA / QC for FRC Final Schematic (Supplemental WA2-SWA2)		12		12							24
HOURS SUB-TOTALS	0	12	0	12	0	0	0	0	0	0	24
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$150.00	$115.00	$95.00	$200.00	$100.00	$85.00	$65.00	
TOTAL LABOR COSTS	$0.00	$2,412.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,212.00
% DISTRIBUTION OF STAFFING	0.00%	50.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL											**$4,212.00**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
III. FRC SCHEMATIC/PRELIMINARY AND ROADWAY DESIGN REVISIONS (100%)											
Design Development (Schematic)											
Redesign ramps		2		24	-						26
Update schematic		4		16				24			44
Additional Tasks											
Update PS&E to match revised final Schematic Design and cross sections		8		28		24		32			92
Repackage 100% PS&E submittal (schedules excluded)		16		28		28		24			96
FHWA coordination on preferred solution prior to SWA2		12		16		4					32
HOURS SUB-TOTALS	0	42	0	112	0	56	0	80	0	0	290
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$150.00	$115.00	$95.00	$200.00	$100.00	$85.00	$65.00	
TOTAL LABOR COSTS	$0.00	$8,442.00	$0.00	$16,800.00	$0.00	$5,320.00	$0.00	$8,000.00	$0.00	$0.00	$38,562.00
% DISTRIBUTION OF STAFFING	0.00%	14.48%	0.00%	38.62%	0.00%	19.31%	0.00%	27.59%	0.00%	0.00%	
SUBTOTAL											**$38,562.00**

Attachment D - WA #2
RATE SCHEDULE
Binkley & Barfield - Prime
Schematic Development, Preliminary Design, Final Design and Construction Documents

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
Work Authorization #2 - IH-35 Frontage Road Conversions
6/15/2018

TASK DESCRIPTION	PRINCIPAL	Sr PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
IV. ADDITIONAL TOPOGRAPHIC AND ROW SURVEYS REVIEW											
											0
											0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$150.00	$115.00	$95.00	$200.00	$100.00	$85.00	$65.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% DISTRIBUTION OF STAFFING	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL											**$0.00**

TASK DESCRIPTION	PRINCIPAL	Sr PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
V. IAJR AND TRAFFIC OPERATIONS UPDATES											
1 IAJR Modifications Reviews											
Review Present and Coordinate IAJR		4									4
HOURS SUB-TOTALS	0	4	0	0	0	0	0	0	0	0	4
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$150.00	$115.00	$95.00	$200.00	$100.00	$85.00	$65.00	
TOTAL LABOR COSTS	$0.00	$804.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$804.00
% DISTRIBUTION OF STAFFING	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL											**$804.00**

TASK DESCRIPTION	PRINCIPAL	Sr PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
VI. DRAINAGE DESIGN											
											0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$150.00	$115.00	$95.00	$200.00	$100.00	$85.00	$65.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% DISTRIBUTION OF STAFFING	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL											**$0.00**

Attachment D - WA #2
RATE SCHEDULE
Binkley & Barfield - Prime
Schematic Development, Preliminary Design, Final Design and Construction Documents

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
Work Authorization #2 - IH-35 Frontage Road Conversions
6/15/2018

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
VII. PUBLIC INVOLVEMENT											
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$156.00	$115.00	$95.00	$200.00	$160.00	$80.00	$65.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% DISTRIBUTION OF STAFFING	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL											**$0.00**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
VIII. GEOTECHNICAL INVESTIGATIONS AND REPORT											
											0
											0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$156.00	$115.00	$95.00	$200.00	$160.00	$80.00	$65.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% DISTRIBUTION OF STAFFING	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL											**$0.00**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
IX. ENVIRONMENTAL STUDIES AND REPORT											
											0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$156.00	$115.00	$95.00	$200.00	$160.00	$80.00	$65.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% DISTRIBUTION OF STAFFING	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL											**$0.00**

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
X. BID PHASE SERVICES											
1. ATTEND AND COORDINATE A PRE-BID CONFERENCE											0
2. ASSIST THE COUNTY IN CONTRACT BID OPENING											0
3. TABULATE BIDS AND RECOMMEND PROJECT AWARD											0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$231.00	$201.00	$185.00	$156.00	$115.00	$95.00	$200.00	$160.00	$80.00	$65.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% DISTRIBUTION OF STAFFING	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL											**$0.00**

Attachment D - WA #2
RATE SCHEDULE
Binkley & Barfield - Prime
Schematic Development, Preliminary Design, Final Design and Construction Documents

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
Work Authorization #2 - IH-35 Frontage Road Conversions
6/15/2018

LABOR SUMMARIES BY TASK										TOTAL MH BY TASK	TOTAL COST BY TASK
I. PROJECT MANAGEMENT										32	$ 5,196.00
II. QA / QC AND PROJECT SPECIFIC QAQC PLAN										24	$ 4,212.00
III. SCHEMATIC AND DESIGN DOCUMENTS										290	$ 38,582.00
IV. TOPOGRAPHIC AND ROW SURVEYS										0	$ -
V. IAJR & TRAFFIC OPERATIONS										4	$ 804.00
VI. DRAINAGE										0	$ -
VII. PUBLIC INVOLVEMENT										0	$ -
VIII. GEOTECHNICAL										0	$ -
IX. ENVIRONMENTAL										0	$ -
X. BID PHASE SERVICES										0	$ -
SUBTOTAL LABOR EXPENSES										350	$ [illegible]
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**									
Mileage (# of miles) (current IRS rate)	100	$ 0.575									$ 57.50
Per diem		$ 36.000									$ -
Hotel		$ 85.000									$ -
Photocopies B/W (11 X 17)	200	$ 0.250									$ 50.00
White Mylar (11 X 17)		$ 3.000									$ -
Color Roll plot	270	$ 3.500									$ 945.00
CD Archive		$ 5.000									$ -
Photocopies Color (8.5 X 11)	20	$ 0.750									$ 15.00
Photocopies Color (11 X 17)	10	$ 1.000									$ 10.00
											$ -
SUBTOTAL DIRECT EXPENSES											$ 1,077.50

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$ [illegible]
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$ 1,077.50
GRAND TOTAL	**$ 49,991.50**

IH 35 Frontage Roads													
	TASK DESCRIPTION	Senior Project Manager	Senior Engineer	Project Engineer	E.I.T.	Senior Cadd Manager	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Clerical	Total	Number of Sheets	Hours/Sheet
		215.00	175.00	145.00	130.00	110.00	80.00	110.00	95.00	80.00			
		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		
TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN													
1.1	**Meetings**												
	Staff Meetings (1)	0.5	0.5	0.5							1.5		
	Milestone Meetings (Assume no TxDOT Review Meetings)	0.0									0.0		
	SUB TOTAL HOURS	0.5	0.5	0.5	0.0	0.0	0.0	0.0	0.0	0.0	1.5		
	SUB TOTAL FEE	$108	$88	$73	$0	$0	$0	$0	$0	$0	$268		
1.2	**Invoicing, Contract Document Coordination, Progress Reports**												
	Monthly Progress Reports (assume 1)	0.5								0.5	1.0		
	Monthly Invoices (assume 1)	0.5								0.5	1.0		
	SUB TOTAL HOURS	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	2.0		
	SUB TOTAL FEE	$215	$0	$0	$0	$0	$0	$0	$0	$80	$295		
TASK 2 – ROUTE AND DESIGN STUDIES													
2.2	**Preliminary Drainage Design**												
	Update drainage memo with latest drainage calculations (1 iteration)										0.0		
											0.0		
											0.0		
	SUB TOTAL HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	SUB TOTAL FEE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
2.3	**Preliminary Ramp & Auxiliary Lane Design**												
											0.0		
											0.0		
											0.0		
											0.0		
	SUB TOTAL HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	SUB TOTAL FEE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
2.16	**Schematic Milestone QA/QC and Comment Resolution**												
											0.0		
											0.0		
	SUB TOTAL HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	SUB TOTAL FEE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.0		
TASK 8 – FINAL PS&E DEVELOPMENT													
8.1	**100% Roadway (RNE1 & RSX1)**												
											0.0	1.0	0.0
											0.0	2.0	0.0
											0.0	6.0	0.0
											0.0		
											0.0	1.0	0.0
	SUB TOTAL HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	SUB TOTAL FEE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
8.2	**100% Drainage (1 revised ramp)**												
	Revise Internal Drainage Area Sheets (Sheets 24 & 25)				6.0						6.0	2.0	3.0
	Revise Drainage Layout Sheets (Sheets 24 & 25)	1.0		4.0	6.0		4.0				15.0	2.0	7.5
	Revise Ditch Design	1.0			6.0						7.0		
	Revise Ditch Calculation Sheets				5.0						5.0	2.0	2.5
	Revise Storm Sewer Calculation Sheets	2.0			8.0						10.0	2.0	5.0
	Update Quantity Summaries	0.5		2.0	2.0						4.5	1.0	4.5
	SUB TOTAL HOURS	4.5	0.0	6.0	33.0	0.0	4.0	0.0	0.0	0.0	47.5		
	SUB TOTAL FEE	$968	$0	$870	$4,290	$0	$320	$0	$0	$0	$6,448		
8.3	**SW3P and Erosion Control Plans (All 4 revised ramps)**												
	Revise Erosion Control Plan Sheets (Sheets 19 & 20)	0.5			2.0		2.0				4.5	2.0	2.3
	Revise SW3P Sheet				1.0						1.0	1.0	1.0
	SUB TOTAL HOURS	0.5	0.0	0.0	3.0	0.0	2.0	0.0	0.0	0.0	5.5		
	SUB TOTAL FEE	$108	$0	$0	$390	$0	$160	$0	$0	$0	$658		
8.4	**Safety Illumination Plans (All 4 revised ramps)**												
	Revise Illumination Layouts (Sheets 7, 8, &9)	1.0		2.0	6.0						9.0	3.0	3.0
	Revise Circuit Diagram Sheets (1)	1.0		2.0							3.0	2.0	1.5
	Revise Electric Service Data Sheet (1)	1.0									1.0	1.0	1.0
	Quantity Summaries	1.0		2.0	4.0						7.0	1.0	7.0
	SUB TOTAL HOURS	4.0	0.0	6.0	10.0	0.0	0.0	0.0	0.0	0.0	20.0		
	SUB TOTAL FEE	$860	$0	$870	$1,300	$0	$0	$0	$0	$0	$3,030		
8.5	**Milestone QA/QC and Comment Resolution**												
	QA/QC for 100% Milestone Review	2.0	6.0								8.0		
	Respond to GEC Schematic Comments										0.0		
	Respond to 100% GEC comments	2.0			2.0						4.0		
	Respond to TxDOT Schematic Comments										0.0		
	Respond to 100% TxDOT comments	2.0			2.0						4.0		
	SUB TOTAL HOURS	6.0	6.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	16.0		
	SUB TOTAL FEE	$1,290	$1,050	$0	$520	$0	$0	$0	$0	$0	$2,860.0		
	TOTAL IH 35 Frontage Roads Tasks												

IH 35 Frontage Roads												
TASK DESCRIPTION	Senior Project Manager 215.00 HOURS	Senior Engineer 175.00 HOURS	Project Engineer 145.00 HOURS	E.I.T. 130.00 HOURS	Senior Cadd Manager 110.00 HOURS	CADD Operator 80.00 HOURS	GIS Analyst/ Cartography 110.00 HOURS	GIS Technician 95.00 HOURS	Clerical 80.00 HOURS	Total HOURS	Number of Sheets	Hours/Sheet
TOTAL HOURS	16.5	6.5	12.5	50.0	0.0	6.0	0.0	0.0	1.0	92.5		
TOTAL FEE	$3,547.50	$1,137.50	$1,812.50	$6,500.00	$0.00	$480.00	$0.00	$0.00	$80.00	$13,557.50		

LJA'S OVERHEAD DIRECT COSTS			
DIRECT REIMBURSABLE EXPENSES	**Rate**	**Quantity**	**Cost**
Lodging/Hotel	$85.00		$0.00
Meals	$36.00		$0.00
Mileage	$0.575		$0.00
Rental Car	$45.00		$0.00
Standard Postage	$0.42		$0.00
Overnight Mail - letter size	$16.00		$0.00
Overnight Mail - oversized box	$30.00		$0.00
Courier Services (Deliveries)	$30.00		$0.00
CADD Plotting (per SQ FT)	$1.50		$0.00
Photocopies B/W (8 5 X 11)	$0.10		$0.00
Photocopies B/W (11 X 17)	$0.15		$0.00
Photocopies Color (8 X 10)	$0.75		$0.00
Photocopies Color (11 X 17)	$1.00		$0.00
Bluelune Blackline Prints (11" X 17")	$0.20		$0.00
Bluelune Blackline Prints (22" X 34")	$0.50		$0.00
Plots (B/W on Bond)	$0.25		$0.00
Plots (Color on Bond)	$2.00		$0.00
Plots (Color on Photographic Paper)	$5.50		$0.00
Mylar (11" X 17")	$3.00		$0.00
Traffic Counts	$2,000.00		$0.00
CD Archive	$1.50		$0.00
	TOTAL DIRECT COSTS		**$0.00**

Commissioners Court - Regular Session **38.**

Meeting Date: 07/10/2018

Wilco BUILD Grant Resolution

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a resolution approving the submittal of an application in response to the 2018 Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant, with a commitment to contribute to the local match if a project is selected for funding. Funding Source: LRTP Funds and Bond Funds.

Background

Applications for the BUILD Transportation Discretionary Grant are due on July 19th. If the project is selected for funding, the required local match is a minimum 20%. Corridor C from Sam Houston at Patriot Way to SH 29 will be submitted with Williamson County as the sponsor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Resolution for BUILD Grant Submittal

grantform

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/03/2018 01:24 PM
Form Started By: Vicky Edwards		Started On: 07/03/2018 08:57 AM
Final Approval Date: 07/03/2018		

A Resolution of the Williamson County Commissioners Court
Approving the Williamson County Project Application to
Be Submitted to the U. S. Department of Transportation for the Year 2018 Project Call
For Project Funding

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018) appropriated $1.5 billion to be awarded by the Department of Transportation for national infrastructure investments, and

WHEREAS, the Office of the Secretary of Transportation, ("DOT") has announced a project call for Year 2018 soliciting applications for a funding program known as Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grants program; and

WHEREAS, the Williamson County Commissioner's Court approved and adopted the Long-Range Transportation Plan (LRTP) and subsequent amendments and approved specific funding for development of corridors identified in the LRTP in both the FY 2017 and the FY 2018 budgets; and

WHEREAS, the following element of the Williamson County LRTP and Williamson Corridor Program has been identified as being competitive for the BUILD Transportation Discretionary Grants Program call:

- Corridor C / State Highway 29 Bypass;

WHEREAS, the award of the BUILD funding for this project could allow approved bond or LRTP funding to initiate project development for other projects included in the LRTP or to accelerate construction; and

WHEREAS, if the project listed above is selected, Williamson County is committed to contributing the local funding match.

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

(a) That the Commissioners' Court of Williamson County does hereby approve submitting a project application to the Office of the Department of Transportation for funding for the above-described project from the Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grants program.

RESOLVED this ____ day of _____, 2018.

_____
Dan A. Gattis, County Judge

ATTEST:

_____
Nancy E. Rister, County Clerk

BACKGROUND INFORMATION

Grants Management Request Questionnaire

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

DIRECTIONS
Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained.

Grant Title/Project Name:
Corridor C/State Highway 29 Bypass

Department:
Road & Bridge

Requestor:
Bob Daigh

Contact Email:
BDaigh@Wilco.org

Contact Phone Number:
512-943-3355

Start Date:
12/3/2018

End Date:
3/1/2022

Please select request category:
Transportation

Describe the request category in detail to include all requirements.
Construction and ROW funding for Corridor C/SH 29 Bypass from SH 130 to SH 29.

Select the type of grant your department is applying for:
Federal

What is the amount of the grant?
$25,000,000.00

Please provide a breakdown of the total cost above.

Construction - $23.7M

ROW - $1.3M

Is there a match requirement?
Yes

If yes, describe the type and source of match.
Minimum of 20% match required and anticipated to come from future Road Bond Funds, Corridor General Funds, and City of Georgetown participation.

Does the grant cover the cost of the request 100%?
No

If not, how much is left unpaid?
$35.8M

What is the plan to obtain grants/funds for the remaining amount?
Anticipated to come from future Road Bond Funds, Corridor General Funds, and City of Georgetown participation.

OTHER REQUEST QUESTIONS ONLY

List other similar items in the County and/or region and if they available for use?
N/A

How is this item request different from any similar assets currently in the County and/or region?
N/A

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?
N/A

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?
N/A

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?
N/A

Where will the item be stored?
N/A

What is the useful life of the item?
N/A

Will a replacement be requested from general funds when useful life has been exhausted? (OR)
No

Does this item require insurance coverage?

Will this item require any form of licensing?

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?
N/A

How will this item be funded when the grant ends?
N/A

BUDGETARY IMPACT

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)
N/A

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.
No additional equipment needed.

What is the cost and frequency to maintain/update the additional equipment?
N/A

What is the impact of this grant application on other internal/county departments?
Future maintenance of the roadway by the Road & Bridge Department with an estimated inflated cost of $19.4M over 50 years. This cost includes overlays of roadway every 10 years with a seal coat at year 6 and subsequent seal coats every 10 years.

Created at 7/3/2018 10:00 AM by Vicky Edwards
Last modified at 7/3/2018 10:00 AM by Vicky Edwards

Close

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Commissioners Court - Regular Session **39.**

Meeting Date: 07/10/2018

Spece needs for Information Technologyat the Inner Loop Annex Office

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 allocating Inner Loop Annex office space to the Department of Information Technology that was previously used by Mobile Outreach Team (MOT).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/03/2018 11:04 AM
Form Started By: Lydia Linden		Started On: 06/29/2018 04:13 PM
Final Approval Date: 07/03/2018		

Commissioners Court - Regular Session **40.**

Meeting Date: 07/10/2018

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 Henri J. Knipper for right of way needed on CR 176 (Parcel 8). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Knipper Rule 11 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Charlie Crossfield		Started On: 07/05/2018 08:58 AM
Final Approval Date: 07/05/2018		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

June 13, 2018

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail Nick@BressiLaw.com
Nicholas S. Bressi
Law Office of Nicholas Bressi
704 W. 9th Street
Austin, Texas 78701

Re: CR 176—Williamson County
Parcel No.: 8

Dear Nick:

Please allow this letter to constitute a Rule 11 Settlement and Condemnation Agreement between Williamson County, Texas ("County") and Henri J. Knipper and Pauline Knipper ("Knipper") in connection with the project identified herein and the property to be acquired as part of the CR 176 construction project. The terms of this Agreement and the settlement reached are follows:

1. County agrees to pay, and Knipper agrees to accept, the total sum of **$9,000** for the 0.195 acre of fee simple right of way (Parcel 8) sought to be acquired in a proposed condemnation suit, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Knipper. The property and easement rights to be acquired are further described in Exhibit "A" attached hereto.

   The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the appointed commissioners at a hearing to be scheduled by County to occur on a date as soon as possible after execution of this Agreement and filing of a condemnation suit, and which hearing may occur with less than 20 days advance notice to Knipper if necessary.

2. County agrees to deposit the sum of $9,000.00 in the registry of the court within fourteen (14) days after the entry of the Agreed Special Commissioners Award as set out herein.

3. It is agreed that neither County nor Knipper shall file objections to the Award of Special Commissioners in this cause as long as County deposits or pays 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 settlement reached between the County and Knipper, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of Regency.

Very truly yours,

Don Childs
Sheets & Crossfield, P.C.
Attorneys for Williamson County

AGREED AND ACCEPTED:

Nicholas S. Bressi
Attorney for Henri Knipper and Pauline Knipper

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

Commissioners Court - Regular Session **41.**

Meeting Date: 07/10/2018

Right of Entry & Possession

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 Right of Entry, Possession, Use and Construction Agreement with JCN Family Partnership for right of way needed on the CR 110 Middle project (Parcel 13M/13ME). Funding Source: Road Bonds P261

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JCN PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Charlie Crossfield		Started On: 07/05/2018 09:02 AM
Final Approval Date: 07/05/2018		

RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT
CR 110 Middle Right of Way—Parcel 13M/13M-E

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership ("Owner"), is the owner of approximately 96.33 +/- acres of land in Williamson County, Texas (the "Owner's Entire Tract") which is described in Exhibit "A" attached hereto and incorporated herein by reference.

Williamson County, Texas ("Licensee") has advised Owner that it intends to acquire (1) fee simple title in and to approximately 5.927 acres (258,179 SF) of land out of Owner's Entire Tract and which is described on Exhibit "B", attached hereto and incorporated herein by reference, and (2) drainage easement interest (with reversion rights) in and across approximately 1.063 acre (46,312 SF) out of the Owner's Entire Tract and which is described on Exhibit "C" attached hereto and incorporated herein by reference (collectively, the "Right of Way Parcels") for the purpose of widening and improving CR 110 (the "Roadway Improvements") and constructing related appurtenances either by donation, purchase or, if Owner and Licensee are unable to agree on the terms of purchase, through condemnation. Licensee has also advised Owner that Licensee must have possession of the Right of Way Parcels at an earlier date than would be possible through formal condemnation proceedings in order to meet contractual and construction schedules for the Roadway Improvements.

Owner, as an accommodation to Licensee, is willing to allow Licensee to take possession of the Right of Way Parcels on the terms of this Agreement in recognition of the fact that Licensee is currently preparing final design required for proceeding with final right of way acquisitions for this section of the proposed Roadway Improvements.

Therefore, for good and valuable consideration, Owner and Licensee agree as follows:

1. Right of Entry. Upon execution of and subject to the terms of this Agreement, Licensee, its contractors and assignees may enter upon the Right of Way Parcels for the purpose of surveying, site review and analysis, utility relocation, and actual construction of the Roadway Improvements prior to the acquisition of fee title or drainage easements to the Right of Way Parcels through condemnation, donation, or purchase. All contractors or assignees of Licensee must provide Owner with proof of insurance complying with Paragraph 8 of this Agreement before entering onto the Right of Way Parcels. Licensee agrees to provide Owner with the name and the phone number of the project manager for each contractor before that contractor enters onto the Right of Way Parcels.

2. Licensee's Rights. In connection with the surveying, site review and analysis, utility relocation, and actual construction of the Roadway Improvements as permitted hereunder, Licensee will have the full and exclusive right, within the boundaries of the Right of Way Parcels, to control and use the Right of Way Parcels, including the right to remove improvements; to erect and maintain fencing, traffic and pedestrian control devices, and signs; the right to clear trees and vegetation and the right to excavate, trench, fill, and grade, construct utilities, drainage facilities and roadways. Utility construction will include the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, and gas lines and related facilities. Road construction will include the grading, cutting, and filling of the existing ground elevation; and construction of traffic signal and related control devices. Licensee and all of its contractors, assignees, utility relocation personnel, or other agents of any description, will confine their work to the Right of Way Parcels, and will not use or enter any portion of the Owner's Entire Tract, save and except the Right of Way Parcels (the "Remainder"), for access or any other purpose. If Owner currently has access to service or is entitled to access to service from any utilities which are existing or which are constructed under the terms of this Agreement, Owner will be entitled to continue to receive or access such service from the existing and newly constructed utilities.

3. Plans to be Furnished. Prior to commencement of construction, Licensee agrees to provide Owner with a copy of all plans and specifications for the Roadway Improvements as well as for any utility or drainage line which Licensee or its assignees intend to construct within the Right of Way Parcels. All construction shall be completed substantially in accordance with the final plans and specifications provided to Owner.

4. Grant Made without Prejudice; Reservation of Rights. This Agreement will not prejudice, in any way, Owner's right to receive full and just compensation for the Right of Way Parcels, including any improvements thereon. By entering into this Agreement, Owner does not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Owner may have in connection with Licensee's exercise of its rights of eminent domain of the Right of Way Parcels, including Owner's right to contest procedural issues and any and all damages to and compensation for the Remainder. Owner expressly reserves, and does not waive, any claim it may have for damages if any activity permitted under this Agreement (i.e., channelization of existing grade to accommodate storm water runoff, grade separations, etc.) affects or creates a situation or condition that is detrimental to the value of the Remainder. Owner reserves the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only Licensee's authority to condemn. Neither party waives any of its legal rights, including any right to appeal or otherwise complain of any award by Special Commissioners or a court of competent jurisdiction. Owner expressly reserves fee title to the Right of Way Parcels, and the rights, and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Right of Way Parcels to Licensee and conveyance by Owner of the title to the Right of Way Parcels to Licensee, or the rendition of a final judgment in condemnation by a court

of competent jurisdiction. This grant will, however, survive the termination of any purchase contract between Owner and Licensee or the institution of condemnation proceedings against the Right of Way Parcels.

5. Negotiation; Timing. Licensee agrees to negotiate with Owner in good faith with respect to the value of the Right of Way Parcels, the damage to the Remainder (including loss or impairment of use of existing water wells, fencing and other improvements) and any other related contractual issues, including access to and from the Remainder and across the proposed Roadway Improvements (i.e., location and permitting of access points and/or corresponding median breaks) and construction of related bridges and/or culverts to facilitate such access. If (i) Licensee fails to provide Owner with an initial purchase offer to acquire the Right of Way Parcels within 90 days from the date of this Agreement or (ii) the parties fail to reach an agreement within ***60*** days from the date that Licensee provides Owner with an initial purchase offer to acquire the property, Owner, at its option, at any time thereafter, may notify Licensee that it desires that Licensee file a condemnation action with respect to one or more of the Right of Way Parcels and immediately ask the Court to appoint Special Commissioners and schedule a hearing at the earliest practical time. Licensee will initiate condemnation proceedings as to such Right of Way Parcel(s) within 60 days of the date of delivery of such notice from Owner, and will schedule a hearing at the earliest possible date. Licensee covenants that it will not seek to delay or continue the hearing and will take all procedural steps necessary to ensure that the hearing is held in a timely manner without any delays caused by Licensee.

6. Date of Taking. For negotiation or condemnation purposes, Owner and Licensee agree to and hereby designate the date of taking (on which the value the Right of Way Parcels is to be determined, and any damages to the Remainder are to be assessed) as the date any award rendered by the Special Commissioners is deposited by Licensee in the registry of the court.

7. Deposit of Award. Licensee agrees to deposit the award of the Special Commissioners in the registry of the court within 60 days of the Special Commissioners' award is filed with the court. This Agreement will expire 60 days after the filing of a Special Commissioners' award covering all of the Right of Way Parcels and damages to the Remainder unless Licensee deposits the Special Commissioners' award by such date.

8. Liability; Insurance. Licensee will be liable for all damage or injury to persons or property resulting from the activities of Licensee, its agents, employees, assignees, contractors, subcontractors, or other parties in coming upon or about the Right of Way Parcels in connection with Licensee's activities upon the Right of Way Parcels. Licensee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each of its contractors and assignees to obtain and maintain in effect at all times during which such contractors or assignees are performing work on or within the Right of Way Parcels, a policy or policies of insurance, in at least the minimum amounts required by the provisions of the current Williamson County Project Construction Manual for the Roadway Improvements, which will name Owner as an

additional insured. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Owner, and a certificate of insurance, confirming the required coverage, must be provided to Owner prior to Licensee or the contractor or assignee in question entering upon or commencing any construction activity on the Right of Way Parcels.

9. Use of Remainder; Damage to Other Property. Licensee acknowledges that Owner's Entire Tract is currently leased to Davidson Brothers and used for farming and livestock operations, and agrees that all activities on the Right of Way Parcels will be conducted in a manner in order to minimize interference with or interruption of such operations (including avoiding loss of or injury to livestock), or access to the Remainder by Owner or any of its tenants, and Licensee shall coordinate such activities in advance with Owner's tenant. Accordingly, prior to removing, cutting, modifying, or otherwise damaging any fence on Owner's Entire Tract, Licensee shall contact Owner and Owner's tenant and obtain Owner's approval thereto, which shall not be unreasonably withheld or delayed. In no event shall any fence located on Owner's Entire Tract be removed, cut, modified, or otherwise damaged by Licensee or its assignees or contractors until approved alternate fencing of comparable construction and quality is in place at Licensee's expense to maintain uninterrupted perimeter fencing of Owner's Entire Tract and/or the Remainder without any holes or gaps. Licensee will be responsible for either the immediate correction of, or prompt reimbursement of Owner for, any damage to any fencing, livestock, growing crops, or any property of Owner, its partners, its tenants, or their agents or employees caused by the activities of any of Licensee's assignees or contractors which are not authorized by the provisions of this Agreement. Licensee may obtain contact information for Owner's tenant from Owner upon request.

10. Effect of Agreement. The grant will survive the termination of any purchase agreement and shall survive any institution of any condemnation proceedings relating to the Right of Way Parcels. This grant will terminate and merge into any negotiated sale of the Right of Way Parcels and/or any final judgment in connection with any condemnation proceeding.

11. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by personal delivery or by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Owner or Licensee, as the case may be, at its address set forth below.

12. Authority. The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transaction as contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.

13. Binding Effect. This Agreement will be binding upon the heirs, devises, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties.

14. Costs. Licensee shall be responsible for any and all costs, expenses or repairs legally recoverable under the laws of the State of Texas in eminent domain acquisitions and related to or necessitated by any work performed in connection with the obligations set out in this Agreement or the Roadway Improvements, or otherwise negotiated between the parties including, as determined by the parties to be necessary and without limitation, engineering fees, the cost of constructing the bridges and/or culverts referenced in Paragraph 5 above, drainage work or repairs, plugging and abandonment of existing septic system and water well facilities as required by law, and demolition and removal of all affected and non-affected structures and other improvements (including house, storage shed, septic tank and remnants of collapsed barn) and related debris. All such costs shall be paid by Licensee in a timely manner, but in no event later than closing of the potential sale under the sales agreement contemplated in Paragraph 5 above.

[signature pages follow]

OWNER:

JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company, its general partner

By: John C. Nelson
John C. Nelson
Manager

Address:
3404 Glenview Avenue
Austin, Texas 78703

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 20 day of June, 2018 by John C. Nelson, in his capacity as Manager of JCN Property Management, L.L.C., a Texas limited liability company, the general partner of JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership, for the purposes and consideration recited herein.

GLORIA A VELASQUEZ
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 01-03-2020
NOTARY ID 12884109-3

Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2020

LICENSEE:

Williamson County, Texas

By:_____
Dan A. Gattis, County Judge

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

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

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

EXHIBIT "A"

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE RUIDOSO IRRIGATION COMPANY SURVEY 200, ABSTRACT No. 714 AND BEING A PART OF THAT 96 ¼ ACRE TRACT OF LAND CONVEYED TO M. H. ROBERTSON BY DEED RECORDED IN VOLUME 309, PAGE 366 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a nail set in the approximate center of County Road 110 (Formerly known as the Georgetown and Hutto Public Road), the same being the Northeast Corner of the said Ruidoso Irrigation Survey 200, the Southeast Corner of the Calvin Bell Survey and the Northeast Corner of the said 96 ¼ Acre Tract;

THENCE S.18°38'41"E., along the East Line of the said 96 ¼ Acre Tract, the same being the East Line of the Ruidoso Irrigation Survey 200 and the approximate centerline of County Road 110, a distance of 3086.80 feet to a nail set for the Southeast Corner of the said 96 ¼ Acre Tract;

THENCE S.71°50'36"W., along the South Line of the said 96 ¼ Acre Tract, at a distance of 24.30 feet pass a nail found in a fence post, in all a total distance of 1359.72 feet to a fence post in the West Line of the Ruidoso Irrigation Survey 200 for the Southwest Corner of the said 96 ¼ Acre Tract;

THENCE N.18°38'41"W., along the West Line of the said Ruidoso Irrigation Survey 200 and the West Line of the said 96 ¼ Acre Tract, a distance of 3085.65 feet to a fence post found for the Northwest Corner of the said 96 ¼ Acre Tract and the Northwest Corner of the said Ruidoso Irrigation Survey;

THENCE N.71°47'41"E., along the North Line of the said 96 ¼ Acre Tract and the North Line of the Ruidoso Irrigation Survey 200, at a distance of 1328.15 feet pass a ½" iron rod found, in all a total distance of 1359.72 feet to the said Point of Beginning;

Containing 96.33 acres, more or less.

EXHIBIT B

County: Williamson
Parcel : 13M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M

DESCRIPTION OF A 5.927 ACRE (258,179 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.927 ACRE (258,179 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "FOREST1847" found, being a point in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, also being the southwesterly corner of said remainder of the 95.08 acre tract of land;

THENCE, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of 95.08 acre tract, N 68°56'42" E for a distance of 1240.34 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said the northerly boundary line of a remainder portion of the 1162.08 acre tract, with said proposed ROW line, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

1) along a curve to the left, having a delta angle of **03°39'31"**, a radius of **4932.00** feet, an arc length of **314.94** feet and a chord which bears **N 19°47'13" W** for a distance of **314.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 321+60.68 for a point of tangency;

2) **N 21°36'59" W** at a distance of 1631.87 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, at a distance of 1799.71 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 349+33.43, being in the northerly boundary line of said remainder of the 95.08 acre tract, also being in the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Forest 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, S 69°03'09" W at a distance of 1253.13 feet;

3) **THENCE,** with the common boundary line, **N 69°03'09" E** for a distance of **81.96** feet to a 3/8" iron rod found in the existing westerly Right-of-Way (ROW) line of County Road 110 (variable width ROW), same being the southeasterly corner of said 222.20 acre tract, also being the northeasterly corner of said remainder of the 95.08 acre tract for the northeasterly corner of the herein described tract;

4) **THENCE,** departing said southerly boundary line of the 222.20 acre tract, with said existing westerly ROW line of County Road 110, same being the easterly boundary line of said remainder of the 95.08 acre tract and said 1.25 acre tract, **S 21°39'56" E,** at distance of 976.84 feet pass a 1/2" iron rod found, being the northeasterly corner of said 1.25 acre tract, at distance of 167.86 feet pass a 1/2" iron rod found, being the southeasterly corner of said 1.25 acre tract, and continuing for a total distance of **3087.45** feet to a MAG nail found in a wood fence post, being the southeasterly corner of said remainder portion of the 95.08 acre tract, also being the northeasterly corner of said remainder of 1162.08 acre tract, for the southeasterly corner of the herein described tract;

5) **THENCE,** departing said existing westerly ROW line, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of the 95.08 acre tract, **S 68°56'42" W** for a distance of **94.66** feet to the **POINT OF BEGINNING**, containing 5.927 acres (258,179 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

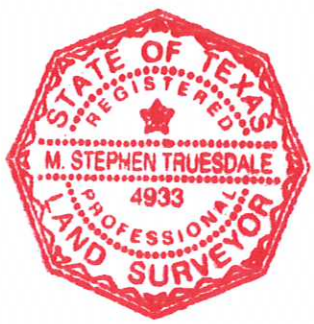
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

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

M. Stephen Truesdale — 25 July 2016

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

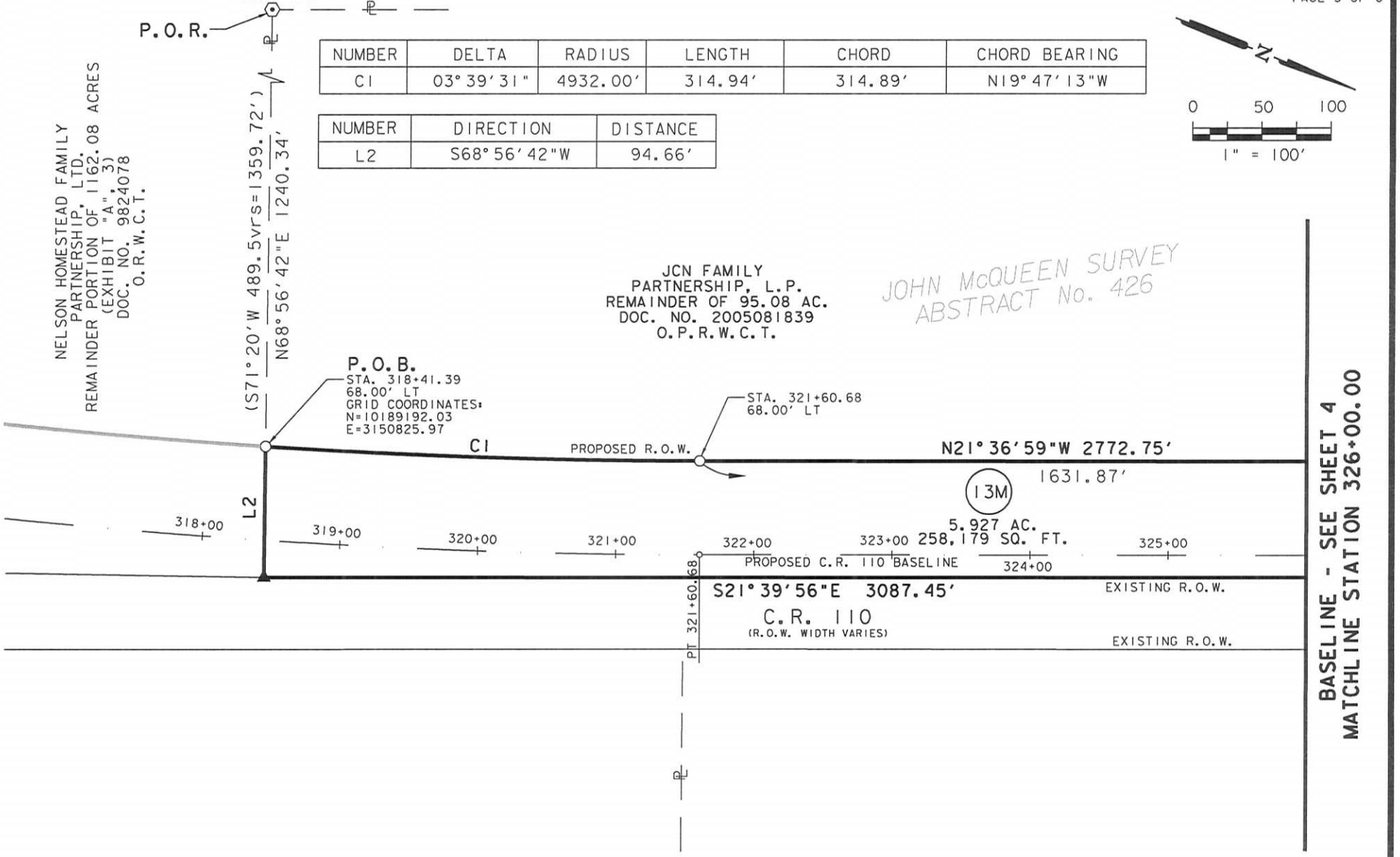


S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-5.927 AC. ROW TRACT

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/15/16
PAGE 3 OF 6



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°39'31"	4932.00'	314.94'	314.89'	N19°47'13"W

NUMBER	DIRECTION	DISTANCE
L2	S68°56'42"W	94.66'

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

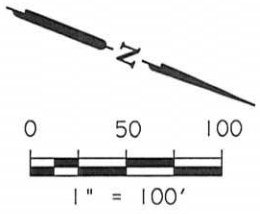
JCN FAMILY PARTNERSHIP, L.P.

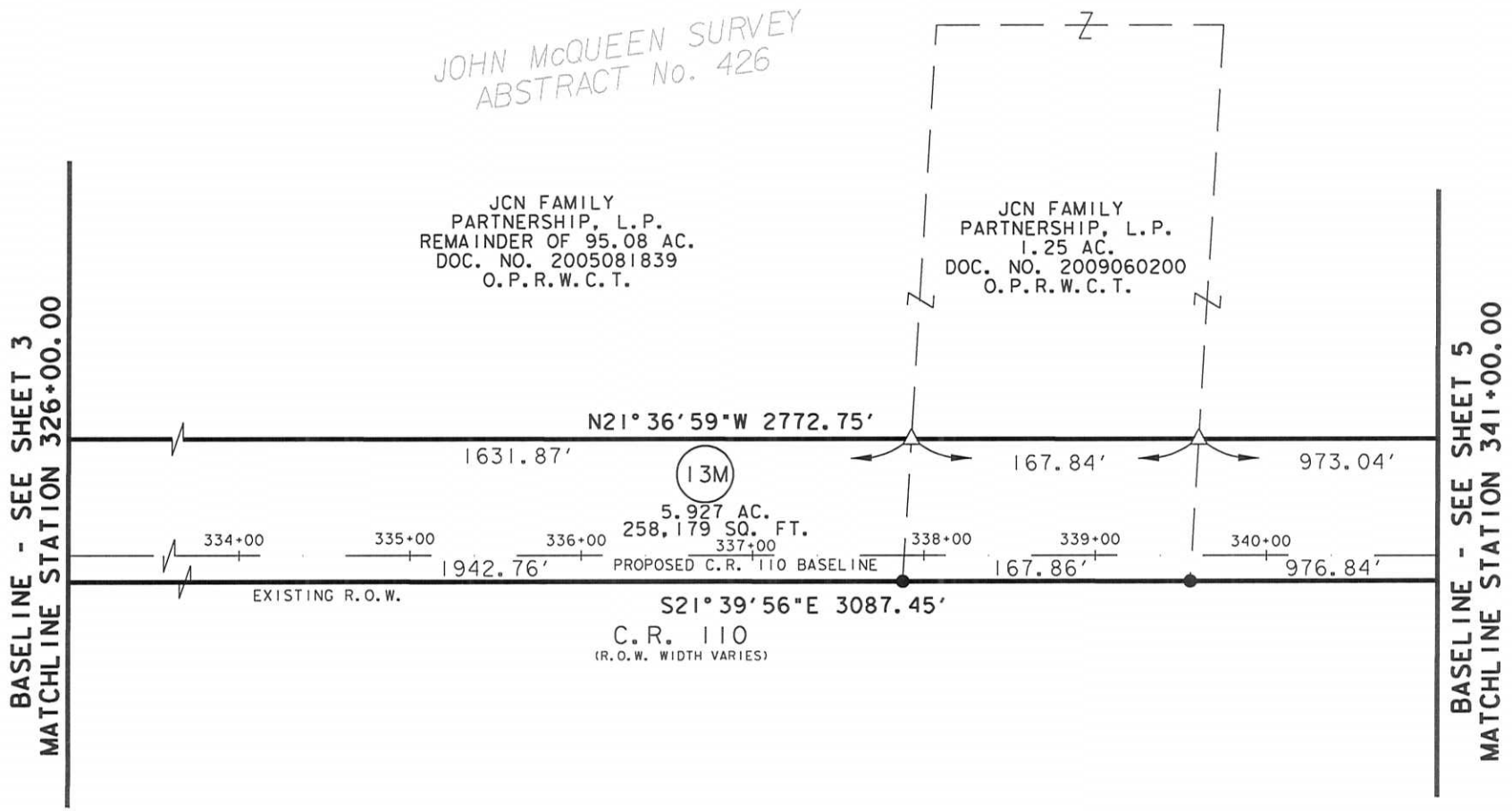
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION





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

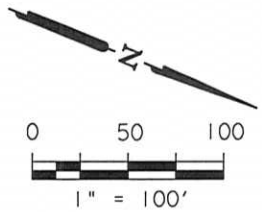
JCN FAMILY PARTNERSHIP, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N69°03'09"E	81.96'

JOHN McQUEEN SURVEY
ABSTRACT No. 426

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

BASELINE - SEE SHEET 4
MATCHLINE STATION 341+00.00

PROPOSED R.O.W.

N21°36'59"W 2772.75'

973.04'

13M

5.927 AC.
258,179 SQ. FT.

342+00 343+00 344+00 345+00 346+00 347+00 348+00 349+00 350+00

976.84'

PROPOSED C.R. 110 BASELINE

S21°39'56"E 3087.45'

EXISTING R.O.W.

C.R. 110
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

"FOREST-1847"

(N71°47'41"E 1328.15')
S69°03'09"W 1253.13'

BERNARD S. ANDERSON and GLADYS R. ANDERSON AS TRUSTEES FOR THE BERNARD S. AND GLADYS R. ANDERSON TRUST
222.20 ACRES (TRACT TWO)
DOC. NO. 2010022971
O.P.R.W.C.T.

STA. 349+33.43
68.00' LT

L1

"3/8"

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

JCN FAMILY PARTNERSHIP, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	MAG NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	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
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608611-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 4, 2016, ISSUE DATE APRIL 12, 2016.

10C. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 239, PAGE 4, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.

D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 343, PAGE 320, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DECRIPTION CANNOT BE LOCATED.

E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 1390, PAGE 771, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CANNOT FIELD LOCATE.

F. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN DOCUMENT NO. 9863739, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CANNOT FIELD LOCATE.

G. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT BY INSTRUMENT IN DOCUMENT NO. 2002044749, OF THE OFFICIAL PUBLIC OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 25 July 2016

DATE:

M. STEPHEN TRUESDALE
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	5.927	258,179
CALC/DEED AREA	95.08	4,141,685
REMAINDER AREA	89.15	3,883,506

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

JCN FAMILY PARTNERSHIP, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M

EXHIBIT C

County: Williamson
Parcel : 13M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M-E

DESCRIPTION OF A 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39 in the proposed westerly Right-of-Way (ROW) line of C.R.110, in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, same being the southerly boundary line of said remainder of the 95.08 acre tract, for the southeasterly corner of the herein described tract;

1) **THENCE,** with said common boundary line, **S 68°56'42" W** for a distance of **15.02** feet to a calculated point, being the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "FOREST 1847" found, being in the northerly boundary line of said remainder portion of 1162.08 acre tract, also being the southwesterly corner of said remainder of the 95.08 acre tract bears S 68°56'42" W at a distance of 1225.32 feet;

THENCE, departing said northerly boundary line of a remainder portion of that called 1162.08 acre tract, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, 15 feet westerly and parallel with said proposed ROW line the following two (2) courses:

2) along a curve to the left, having a delta angle of **03°40'05"**, a radius of **4917.00** feet, an arc length of **314.80** feet and a chord which bears **N 19°46'56" W** for a distance of **314.74** feet to a calculated point, for a point of tangency;

3) **N 21°36'59" W** at a distance of 1632.73 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, and at a distance of 1800.57 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.93** feet to a calculated point, being in the northerly boundary line of said remainder of the 95.08 acre tract, same being the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped " FOREST 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, S 69°03'09" W at a distance of 1238.13 feet;

4) **THENCE,** with said common boundary line, **N 69°03'09" E** for a distance of **15.00** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 349+33.43 in said proposed westerly ROW line of C.R.110, for the northeasterly corner of the herein described tract;

THENCE, departing said southerly boundary line of that called 222.20 acre tract, with said proposed westerly ROW line of C.R.110, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

5) **S 21°36'59" E** at a distance of 973.04 feet pass a calculated point, being in the northerly boundary line of said 1.25 acre tract, and at a distance of 1140.88 feet pass a calculated point, being in the southerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 321+60.68, for a point of curvature to the right;

6) along said curve to the right, having a delta angle of **03°39'31"**, a radius of **4932.00** feet, an arc length of **314.94** feet and a chord which bears **S 19°47'13" E** for a distance of **314.89** feet to the **POINT OF BEGINNING**, containing 1.063 acres (46,312 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

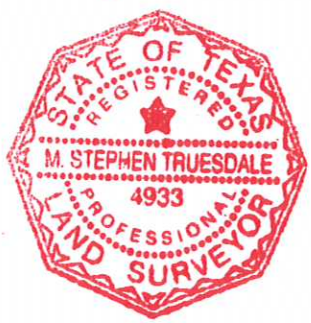
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale — 25 July 2016

M. Stephen Truesdale
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

Date



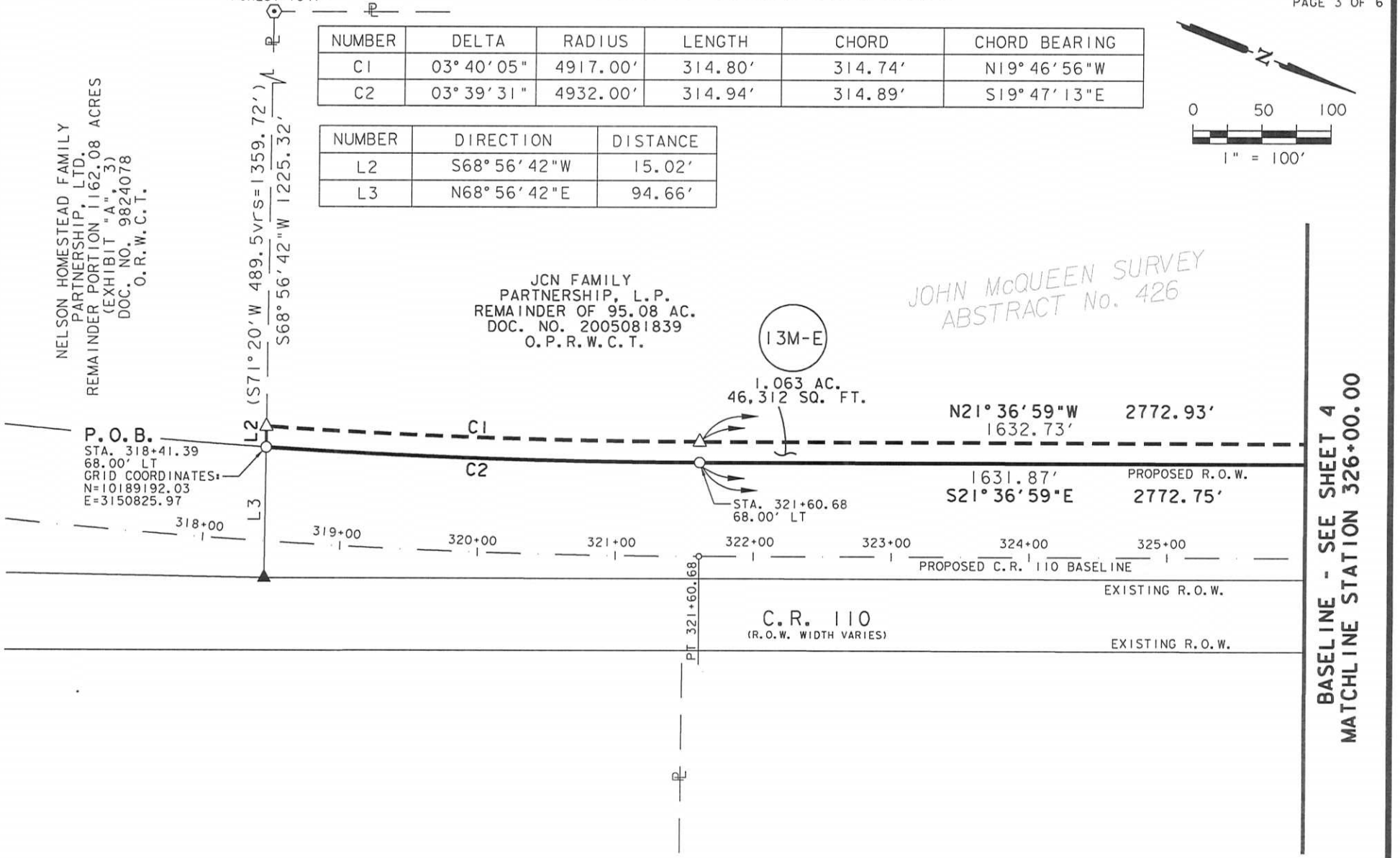
S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-1.063 AC. EASE TRACT

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°40'05"	4917.00'	314.80'	314.74'	N19°46'56"W
C2	03°39'31"	4932.00'	314.94'	314.89'	S19°47'13"E

NUMBER	DIRECTION	DISTANCE
L2	S68°56'42"W	15.02'
L3	N68°56'42"E	94.66'



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

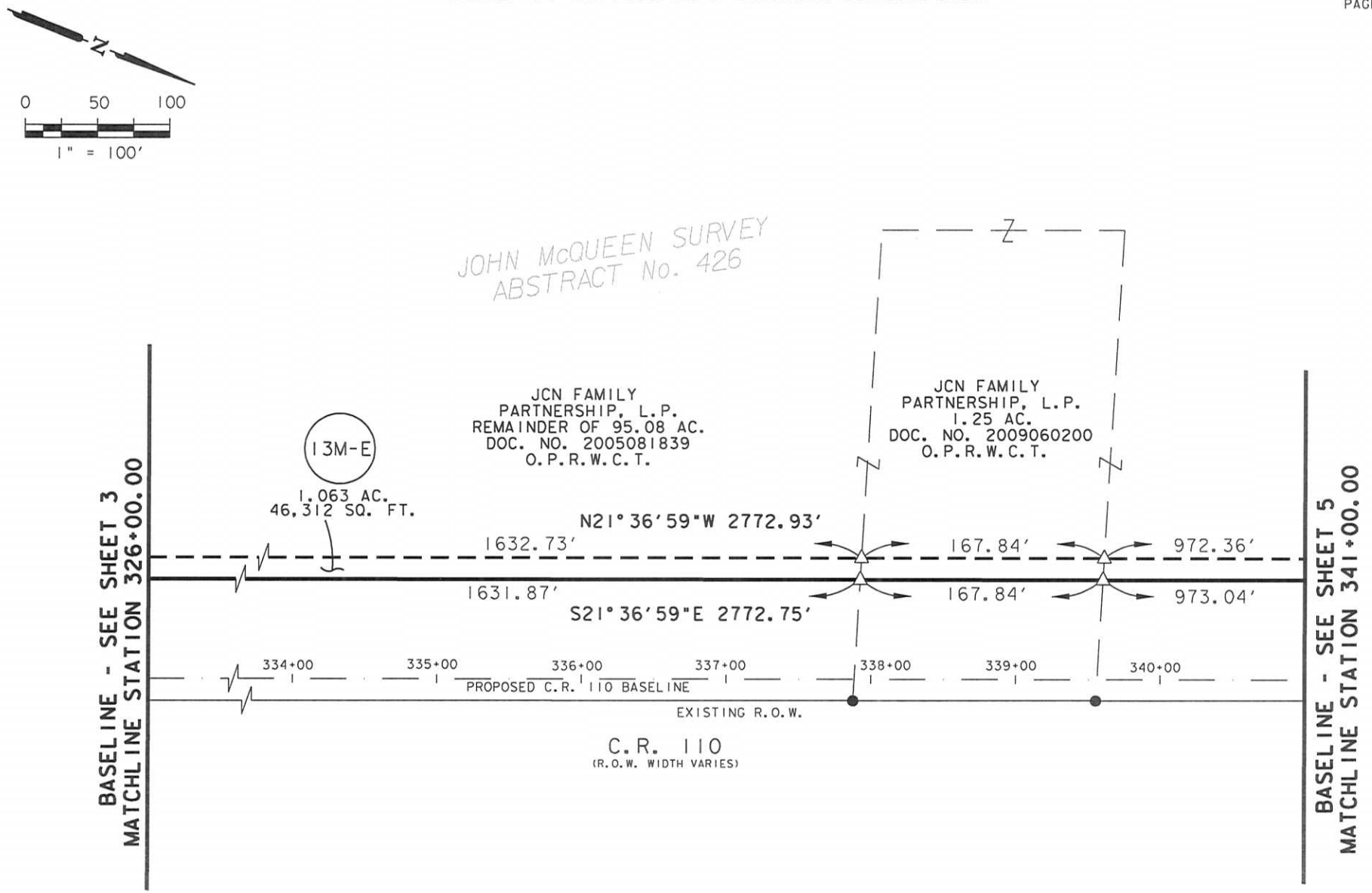
JCN FAMILY PARTNERSHIP, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M-E

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



INLAND GEODETICS LLC
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PARCEL PLAT SHOWING PROPERTY OF

JCN FAMILY PARTNERSHIP, L.P.

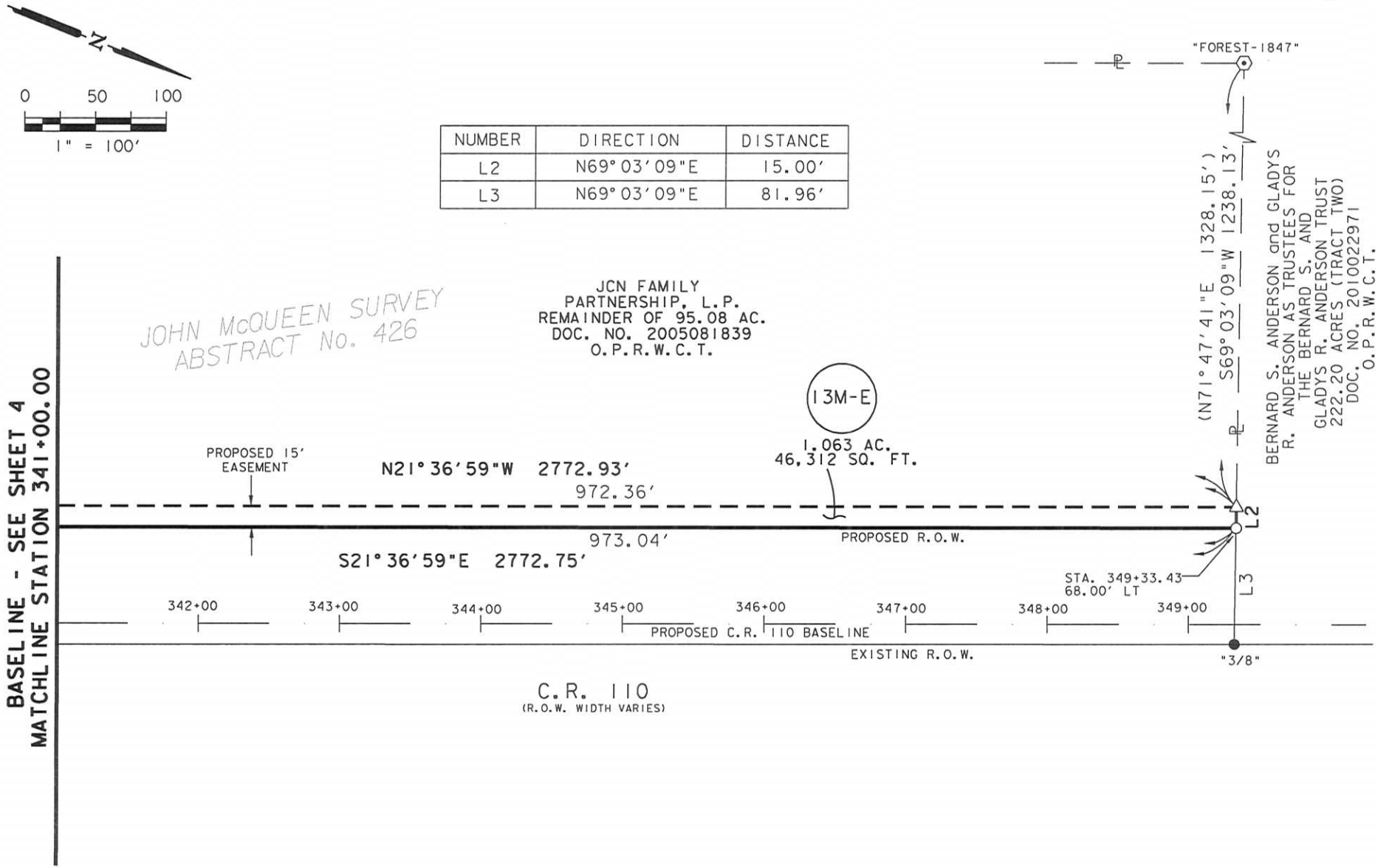
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M-E

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/15/16
PAGE 5 OF 6



NUMBER	DIRECTION	DISTANCE
L2	N69°03'09"E	15.00'
L3	N69°03'09"E	81.96'

INLAND GEODETICS LLC
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SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M-E

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	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
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 343, PAGE 320, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

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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 25 July 2016

DATE:

M. STEPHEN TRUESDALE
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



INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
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PARCEL PLAT SHOWING PROPERTY OF

JCN FAMILY PARTNERSHIP, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M-E

Commissioners Court - Regular Session **42.**

Meeting Date: 07/10/2018

Additional Facilities SWWCRP, P320 - Change Orders 1-3

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Southwest Williamson County Regional Park Additional Facilities Project, Change Order Numbers 1-3 from Falkenberg Construction Co. in the amount of $31,962.00 for additional trenching and a manhole to reach existing waste water line; for additional water line for restroom number 2; and for third party testing services for restrooms and storage building. This change order is being funded out of the Owners Construction Contingency.

Background

This change order funds additional work that is necessary due to unknown conditions, contractor clarifications, and supplemental instructions provided by the design team.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CO#1

CO#2

CO#3

CO Funds Balance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 08:53 AM
Form Started By: Randy Bell		Started On: 07/03/2018 04:11 PM
Final Approval Date: 07/05/2018		

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

Change Order Request

Job Name: Williamson Co. Restrooms
Address: 3005 CR 175
Leander, TX

Estimate No.: COR1REV1
Estimator: jc
Checked By: jc

Date: 6/5/2018

Discription: RE: RFI#3 Response

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor MH $	Labor Ext $	Material Unit $	Material Ext $	Equipment Unit $	Equipment Ext $	Subcontract Unit $	Subcontract Ext $	Total Cost
1	GENERAL CONDITIONS					$ 256.00		$ -		$ -		$ -	$ 256.00
	Payroll												$ -
	Project Manager		4	HR	$ 64.00	$ 256.00		$ -		$ -		$ -	$ 256.00
	Superintendent			HR	$ 44.80	$ -		$ -		$ -		$ -	$ -
						$ -		$ -		$ -		$ -	
2	SITEWORK					$ -		$ -		$ -		$ 11,928.93	$ 11,928.93
						$ -		$ -		$ -		$ -	$ -
	Carr Utilities		1	LS		$ -		$ -		$ -	$ 11,928.93	$ 11,928.93	$ 11,928.93
	(1) manhole; 86LF 6" SDR26,					$ -		$ -		$ -		$ -	$ -
	PVC WW 0-8 line complete in place												
3	CONCRETE					$ -		$ -		$ -		$ -	$ -
4	MANSONRY					$ -		$ -		$ -		$ -	$ -
5	STEEL					$ -		$ -		$ -		$ -	$ -
6	WOODS & PLASTICS					$ -		$ -		$ -		$ -	$ -
7	THERMAL & MOISTURE PROTECTION					$ -		$ -		$ -		$ -	$ -
8	DOORS & WINDOWS					$ -		$ -		$ -		$ -	$ -
9	FINISHES					$ -		$ -		$ -		$ -	$ -
10	SPECIALTIES					$ -		$ -		$ -		$ -	$ -
11	EQUIPMENT					$ -		$ -		$ -		$ -	$ -
12	FURNISHINGS					$ -		$ -		$ -		$ -	$ -
13	SPECIAL CONSTRUCTION					$ -		$ -		$ -		$ -	$ -
14	CONVEYING SYSTEMS					$ -		$ -		$ -		$ -	$ -
15	MECHANICAL					$ -		$ -		$ -		$ -	$ -
16	ELECTRICAL					$ -		$ -		$ -		$ -	$ -

Comments:
Additional trenching and manhole required to reach the existing Waste Water Line

NOTE:

Subtotal		$ 12,184.93
With O&P		$ 13,403.42
Bond		$ 335.09
Other		$ -
Grand Total		$ 13,738.51
Change Order Amt:		**$13,739.00**

Thirteen Thousand Seven Hundred Thirty Nine and 00/100 .....Dollars

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

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

Carr Utility Contracting, Inc.
145 Bonham Ln
Paige, Texas 78659
512-303-5495

To:
Falkeberg Construction
4850 Samuell Blvd
Mesquite, Texas 75149

Change Order Number 1
Date: 5/22/18
REVISED 6/4/18
Contract Date 5/3/18

Project: Southwest Wilco Park

Wastewaterline Field Changes - Add one manhole; 96lf of 6" SDR26 PVC Wastewaterline 0'-8' depth complete in place	$ 11,928.93

Change Order Costs

Add 1 Manhole and 96 linear feet of 6" SDR26 PVC Sewer Pipe

Trenching	$	3,000.00
Labor	$	2,750.00
Equipment	$	1,255.48
Pipe & Fittings	$	350.00
Manhole	$	1,500.00
Bedding Material	$	489.00
MH Coating	$	1,000.00
Trench safety	$	500.00
Total	**$**	**10,844.48**
Overhead and Profit	$	1,084.45
	$	11,928.93

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

Change Order Request

Job Name: Williamson Co. Restrooms
Address: 3005 CR 175
Leander, TX

Estimate No.: COR2REV1
Estimator: jc
Checked By: jc

Date: 6/5/2018

Discription: RE: RFI#3 Response

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor MH $	Labor Ext $	Material Unit $	Material Ext $	Equipment Unit $	Equipment Ext $	Subcontract Unit $	Subcontract Ext $	Total Cost
1	GENERAL CONDITIONS					$ 256.00		$ -		$ -		$ -	$ 256.00
	Payroll												$ -
	Project Manager		4	HR	$ 64.00	$ 256.00		$ -		$ -		$ -	$ 256.00
	Superintendent			HR	$ 44.80	$ -		$ -		$ -		$ -	$ -
						$ -		$ -		$ -		$ -	
2	SITEWORK					$ -		$ -		$ -		$ 13,511.96	$ 13,511.96
						$ -		$ -		$ -		$ -	$ -
	Carr Utilities		1	LS		$ -		$ -		$ -	$ 13,511.96	$ 13,511.96	$ 13,511.96
	Add 130 LF of 2" Poly pipe for tie in to existing valve at parking lot					$ -		$ -		$ -		$ -	$ -
3	CONCRETE					$ -		$ -		$ -		$ -	$ -
4	MANSONRY					$ -		$ -		$ -		$ -	$ -
5	STEEL					$ -		$ -		$ -		$ -	$ -
6	WOODS & PLASTICS					$ -		$ -		$ -		$ -	$ -
7	THERMAL & MOISTURE PROTECTION					$ -		$ -		$ -		$ -	$ -
8	DOORS & WINDOWS					$ -		$ -		$ -		$ -	$ -
9	FINISHES					$ -		$ -		$ -		$ -	$ -
10	SPECIALTIES					$ -		$ -		$ -		$ -	$ -
11	EQUIPMENT					$ -		$ -		$ -		$ -	$ -
12	FURNISHINGS					$ -		$ -		$ -		$ -	$ -
13	SPECIAL CONSTRUCTION					$ -		$ -		$ -		$ -	$ -
14	CONVEYING SYSTEMS					$ -		$ -		$ -		$ -	$ -
15	MECHANICAL					$ -		$ -		$ -		$ -	$ -
16	ELECTRICAL					$ -		$ -		$ -		$ -	$ -

Comments:
Water valve in parking lot is 5 ft deep to conect.

NOTE:

Subtotal		$ 13,767.96
With O&P		$ 15,144.76
Bond		$ 378.62
Other		$ -
Grand Total		$ 15,523.37
Change Order Amt:		**$15,523.00**

Fifteen Thousand five hundred and twenty three and 00/100 .....Dollars

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

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

Carr Utility Contracting, Inc.
145 Bonham Ln
Paige, Texas 78659
512-303-5495

To:
Falkeberg Construction
4850 Samuell Blvd
Mesquite, Texas 75149

Change Order Number 2
6/6/2018

Contract Date 5/3/18

Project: Southwest Wilco Park

Waterline - Restroom No. 2 Add 130lf of 2" Poly pipe for tie in to valve at asphalt parking lot.	$ 13,511.96

Carr Utility Construction

6/6/18

David Renfro, General Manager Date

Change Order 2 Costs

Add 130 lf 2" Poly Pipe for tie in to existing valve at parking lot

Trenching		130	15	$	1,950.00
Labor		3500	1	$	3,500.00
Equipment		3200	1	$	3,200.00
Material		130	2.5	$	325.00
Bedding Material		130	4	$	520.00
Concrete/Asphalt Repair 20X3 area		2500	1	$	2,500.00
Chlorination	$	130.00	2.22	$	288.60

Total	**$**	**12,283.60**
Overhead and Profit	$	1,228.36
	$	13,511.96

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

Change Order Request

Job Name: Williamson Co. Restrooms
Address: 3005 CR 175
Leander, TX

Estimate No.: COR3REV1
Estimator: jc
Checked By: jc

Date: 6/22/2018

Discription: Third party testing.

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor MH $	Labor Ext $	Material Unit $	Material Ext $	Equipment Unit $	Equipment Ext $	Subcontract Unit $	Subcontract Ext $	Total Cost
1	GENERAL CONDITIONS					$ -		$ -		$ -		$ -	$ -
													$ -
	N/A							$ -		$ -		$ -	$ -
								$ -		$ -		$ -	$ -
						$ -		$ -		$ -		$ -	
2	SITEWORK					$ -		$ -		$ -		$ 2,700.00	$ 2,700.00
						$ -		$ -		$ -		$ -	$ -
	3rd party testing. (Pre Test Labs)		1	LS		$ -		$ -		$ -	$ 2,700.00	$ 2,700.00	$ 2,700.00
						$ -		$ -		$ -		$ -	$ -

Comments:

NOTE:

	Subtotal		$ 2,700.00
N/A	**With O&P**	**N/A**	$ 2,700.00
	Bond		
	Other		$ -
	Grand Total		$ 2,700.00
	Change Order Amt:		**$ 2,700.00**

Two thousand and seven hundred dollars and 00/100 .....Dollars

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

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

PRE-TEST
LABORATORY
P.O. Box 1014
Geogetown, TX 78627
(512)863-8777
(512) 930-3881

June 21, 2018

Alonso Raigosa
Falkenberg Construction
205 Cheatham St., Suite 2
San Marcos, TX 78666

Reference: Southwest Wilco Park Restrooms & Storage

As requested, we are furnishing you with our estimated cost of testing services for the project referenced above. Our estimate is based on plans provided, typical frequency of tests, and our experience on projects in the area.

Based on the information provided, and on typical frequency of tests, we estimate the cost of testing services to be as follows:

BUILDING PAD & SLAB

Moisture Density Relationship	Estimate,	1 @	300.00 each	300.00
Field Density Tests (Min 4 per trip)	Estimate,	24 @	37.50 each	900.00
Pier Inspection	Estimate,	1 @	175.00 each	175.00
Concrete Compression Test (4/set)	Estimate,	3 @	150.00 set	450.00
Pre-Pour Inspections	Estimate,	2 @	175.00 each	350.00

UTILITY TESTING

Field Density Tests (Min 4 per trip)	Estimate,	14 @	37.50 each	525.00
	Estimated Total			$ 2700.00

NO MILEAGE OR TECH. TIME WILL BE CHARGED FOR TESTING SERVICES.

Thank you for this opportunity, if you should have any questions, please call me. Please consider that since we have no control over the frequency of tests, or the amount ready to be tested per trip, this can only be an estimate. Actual cost may be more or less than estimated. If this estimate is satisfactory, we would appreciate your signature on the enclosed copy for our files.

Approved this_____day of_____2018

Respectfully submitted,
Pre-Test Laboratory

By:_____

Clint Truitt

Williamson County Facilities - Job Cost Tracking Log

Project: Additional Facilities SWWCRP P320 Change Order: 1,2,3

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown		Total Updated Contract Amount
				Cost of Work	Owner Contingency	
Contract			153	$ 839,847.00	$ 50,000.00	$ 889,847.00
1	7/10/2018	Contractor	0	$ 13,739.00	$ (13,739.00)	$ 889,847.00
2	7/10/2018	Contractor	0	$ 15,523.00	$ (15,523.00)	$ 889,847.00
3	7/10/2018	Contractor	0	$ 2,700.00	$ (2,700.00)	$ 889,847.00
4						$ 889,847.00
5						$ 889,847.00
6						$ 889,847.00
7						$ 889,847.00
8						$ 889,847.00
9						$ 889,847.00
10						$ 889,847.00
11						$ 889,847.00
12						$ 889,847.00
13						$ 889,847.00
14						$ 889,847.00
15						$ 889,847.00
16						$ 889,847.00
17						$ 889,847.00
18						$ 889,847.00
19						$ 889,847.00
20						$ 889,847.00
21						$ 889,847.00
22						$ 889,847.00
23						$ 889,847.00
24						$ 889,847.00
25						$ 889,847.00
26						$ 889,847.00
27						$ 889,847.00
28						$ 889,847.00
29						$ 889,847.00
30						$ 889,847.00
						$ 889,847.00
			0	**$ 871,809.00**	**$ 18,038.00**	**$ 889,847.00**

Commissioners Court - Regular Session **43.**

Meeting Date: 07/10/2018

Addendum to ILA - WCEMS & RRFD

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the addendum for interlocal agreement between Williamson County and the City of Round Rock for the establishment of EMS ambulance, personnel housing and construction at Round Rock Fire Station No. 9.

Background

This agreement amends the original agreement and adds Fire Station No. 9 as a station housing Williamson County EMS crews. It also provides funding for the construction of an ambulance bay to secure the ambulance. To fund the construction costs, the County received in FY 2017 from Williamson County ESD #1 a payment in the amount of $128,333.33 for the termination of the agreement between ESD #1 and the County as requested by ESD #1. This agreement has been reviewed and approved by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Addendum

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/22/2018 09:20 AM
County Judge Exec Asst.	Wendy Coco	06/25/2018 08:46 AM
Form Started By: Michael Knipstein		Started On: 06/22/2018 07:40 AM
Final Approval Date: 06/25/2018		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

ADDENDUM FOR INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS FOR THE ESTABLISHMENT OF EMS AMBULANCE AND PERSONNEL HOUSING AT ROUND ROCK FIRE STATIONS (Fire Station No. 9 Ambulance Bay Construction, 2721 Sam Bass Rd.)

WHEREAS, the Parties mutually agree to add Fire Station No. 9, located at 2721 Sam Bass Rd., Round Rock, Texas for the public purpose of housing Emergency Medical Services ("EMS") crews;

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

I.

No Changes to Existing Interlocal Agreement: The same terms and conditions as set forth in the original Interlocal Agreement, signed February 9, 2017, shall remain in effect.

II.

Construction of Ambulance Bay: The City shall procure, bid out, contract, and oversee the construction of an adequate ambulance bay at Fire Station No. 9 (the "Project") to support the public health operations of both parties.

III.

Financial Contribution by County for Construction of Ambulance Bay: The County agrees to reimburse the City **$120,000.00** towards Project costs incurred by the City for the construction of the ambulance bay ("reimbursement amount") and agrees to provide any necessary improvements to the EMS sole occupied space to prepare said space to be move-in ready. In the event the Project costs are less than $120,000.00, the reimbursement amount shall only be for actual project costs incurred by the City.

IV.

Reimbursement Schedule and Payments: The parties understand that the costs are *estimated* at this time and subject to final adjustments and billing from third-party contractors or vendors; however, the parties will act in good faith to limit any changes to the Project that increase costs beyond the estimated amount of $120,000.00. The County's reimbursement amount shall be paid to the City upon completion of the project. Billing will be made at the completion of the project by the City, and payment for any invoice is due within thirty (30) days of receipt by The County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
Dan A. Gattis
County Judge

CITY OF ROUND ROCK, TEXAS

By: _____ **Date:**_____
Craig Morgan
Mayor

Commissioners Court - Regular Session **44.**

Meeting Date: 07/10/2018

Discuss, consider, and take appropriate action to sign documents that officially adopt the 2015 Fire Code, as per court approval on 06/26/2018

Submitted For: Marty Herrin **Submitted By:** Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to sign documents that officially adopt the 2015 Fire Code, as per court approval on 06/26/2018.

Background

Please see the attached document that requires court signatures to officially adopt the 2018 Fire Code, as approved in Commissioner's Court on 06/26/2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Adoption of 2015 Fire Code

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Kelly Luna		Started On: 07/05/2018 10:44 AM
Final Approval Date: 07/05/2018		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS FOR ADOPTION OF THE INTERNATIONAL FIRE CODE IN THE UNINCORPORATED AREAS AND SETTING PENALTIES FOR EACH VIOLATION

Pursuant to the Laws and Rules of the State of Texas, the Texas Constitution, article V, § 18 (providing that commissioners court shall "exercise such powers and jurisdiction over all county business"), the Texas Local Government Code, § 233.061 (granting commissioners court authority to "adopt a fire code and rules necessary to administer and enforce the fire code"), 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 Commissioners Court of Williamson County finds that it is necessary to adopt a fire code applicable in the unincorporated areas of Williamson County, Texas.

IT IS THEREFORE ORDERED THAT the 2015 edition of the *International Fire Code* (hereinafter also referred to as the "Fire Code") is adopted for the unincorporated areas of **Williamson County, Texas**,

IT IS FURTHER ORDERED THAT the Fire Code's purpose is for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions

hazardous to life or property in the occupancy of buildings and premises in **Williamson County, Texas;** providing for the issuance of permits and collection of fees therefor; and setting penalties for violations of the Fire Code.

IT IS FURTHER ORDERED:

PART I–GENERAL

Section 1. That a certain document, a copy of which is available for review in the office of the Williamson County Fire Marshal, being marked and designated as the International Fire Code, 2015 edition, including Appendix Chapters A, B, C, D, E, F, G, H, I, J, L, L, M (see International Fire Code Section 101.2.1, 2015 edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of Williamson County, in the State of Texas regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of the Fire Code on file in the office of the Williamson County Fire Marshal are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this Order.

Section 2. That the following sections are hereby revised:

Section 101.1. Insert: Williamson County, Texas

Section 109.4. Insert: [OFFENSE, DOLLAR AMOUNT, NUMBER OF DAYS] Any person violating a rule adopted under this Order commits an offense, which is a Class C misdemeanor, pursuant, punishable by fine not to exceed $500.00 for each violation or by

imprisonment not exceeding five (5) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS] $200.00; $500.00

Section 3. That the geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): All unincorporated areas of Williamson County, Texas as set forth in the attached county map, which is marked as Exhibit "A" and incorporated herein as if copied in full. Exhibit "A" shall automatically apply to any new areas that become part of or are deleted from any municipal boundaries that are annexed or de-annexed without the necessity of any amendment to this Order (although a revised county map, representing the most current information, may be incorporated herein as if copied in full).

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): All unincorporated areas of Williamson County, Texas as set forth in the attached county map, which is marked as Exhibit "A" and incorporated herein as if copied in full. Exhibit "A" shall automatically apply to any new areas that become part of or are deleted from any municipal boundaries that are annexed or de-annexed without the necessity of any amendment to this Order (although a revised county map, representing the most current information, may be incorporated herein as if copied in full).

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): All unincorporated areas of Williamson County, Texas as set forth in the attached county map, which is marked as Exhibit "A" and incorporated herein as if copied in full. Exhibit "A" shall automatically apply to any new areas that become part of or are

deleted from any municipal boundaries that are annexed or de-annexed without the necessity of any amendment to this Order (although a revised county map, representing the most current information, may be incorporated herein as if copied in full).

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): All unincorporated areas of Williamson County, Texas as set forth in the attached county map, which is marked as Exhibit "A" and incorporated herein as if copied in full. Exhibit "A" shall automatically apply to any new areas that become part of or are deleted from any municipal boundaries that are annexed or de-annexed without the necessity of any amendment to this Order (although a revised county map, representing the most current information, may be incorporated herein as if copied in full).

Section 4. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this regulation. The Commissioner Court hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this legislation or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or regulation previously repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 6. The Commissioners Court with the assistance of the Fire Marshal and input from any relevant stakeholders will establish fees commensurate with the service rendered by the County.

Section 7. That this law and the rules, regulations, provisions, requirements, orders and matters

established and adopted hereby shall take effect and be in full force and effect **July 10, 2018** from and after the date of its final passage and adoption.

PART II–SUMMARIES OF APPENDICES

All appendices of the Fire Code are incorporated herein as if copied in full, and may be summarized for easy reference as follows:

Appendix A Board of Appeals. This appendix contains optional criteria that, when adopted, provide jurisdictions with detailed appeals, board member qualifications and administrative procedures to supplement the basic requirements found in Section 108 of this code.

The membership of the board shall consist of five voting members having the qualifications established by this section. Members shall be nominated by the fire code official or the chief administrative officer of the jurisdiction, subject to confirmation by a majority vote of the governing body. Members shall serve without remuneration or compensation and shall be removed from office prior to the end of their appointed terms only for cause. **Note that the members may be appointed separately from the adoption of this Order.**

A101.2.1 Design professional.

One member shall be a practicing design professional registered in the practice of engineering or architecture in the state in which the board is established.

A101.2.2 Fire protection engineering professional.

One member shall be a qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.

A101.2.3 Industrial safety professional.

One member shall be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced in chemical process safety or industrial safety.

A101.2.4 General contractor.

One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.

A101.2.5 General industry or business representative.

One member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

A101.3 Terms of office.

Members shall be appointed for terms of four 4 years. No member shall be reappointed to serve more than two consecutive full terms.

A101.3.1 Initial appointments.

Of the members first appointed when necessary, two shall be appointed for a term of one 1 year, two for a term of two 2 years, one for a term of three 3 years.

A101.3.2 Vacancies.

Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Members appointed to fill a vacancy in an unexpired term shall be eligible for reappointment to two full terms.

A101.3.3 Removal from office.

Members shall be removed from office prior to the end of their terms only for cause. Continued absence of any member from regular meetings of the board shall, at the discretion of

the applicable governing body, render any such member liable to immediate removal from office.

Appendix B Fire-flow Requirements for Buildings. This appendix provides a tool for the use of jurisdictions in establishing a policy for determining fire-flow requirements in accordance with Section 507.3. The determination of required fire flow is not an exact science but having some level of information provides a consistent way of choosing the appropriate fire flow for buildings throughout a jurisdiction. The primary tool used in this appendix is a table that presents fire flow based on construction type and building area based on the correlation of the Insurance Services Office (ISO) method and the construction types used in the International Building Code.

Appendix C Fire Hydrant Locations and Distribution. This appendix focuses on the location and spacing of fire hydrants, which is important to the success of fire-fighting operations. The difficulty with determining the spacing of fire hydrants is that every situation is unique and has unique challenges. Finding one methodology for determining hydrant spacing is difficult. This particular appendix gives one methodology based on the required fire flow that fire departments can work with to set a policy for hydrant distribution around new buildings and facilities in conjunction with Section 507.5.

Appendix D Fire Apparatus Access Roads. This appendix contains more detailed elements for use with the basic access requirements found in Section 503, which gives some minimum criteria, such as a maximum length of 150 feet and a minimum width of 20 feet, but in many cases does not state specific criteria. This appendix, like Appendices B and C, is a tool for jurisdictions looking for guidance in establishing access requirements and includes criteria for multiple-family residential developments, large one- and two-family subdivisions, specific examples for various types of turnarounds for fire department apparatus and parking regulatory signage.

Appendix E Hazard Categories. This appendix contains guidance for designers, engineers,

architects, code officials, plans reviewers and inspectors in the classifying of hazardous materials so that proposed designs can be evaluated intelligently and accurately. The descriptive materials and explanations of hazardous materials and how to report and evaluate them on a Material Safety Data Sheet (MSDS) are intended to be instructional as well as informative. Note that this appendix is for information purposes and contains mere guidelines.

Appendix F Hazard Ranking. The information in this appendix is intended to be a companion to the specific requirements of Chapters 51 through 67, which regulate the storage, handling and use of all hazardous materials classified as either physical or health hazards. These materials pose diverse hazards, including instability, reactivity, flammability, oxidizing potential or toxicity; therefore, identifying them by hazard ranking is essential. This appendix lists the various hazardous materials categories that are defined in this code, along with the NFPA 704 hazard ranking for each.

Appendix G Cryogenic Fluids—Weight and Volume Equivalents. This appendix gives the fire code official and design professional a ready reference tool for the conversion of the liquid weight and volume of cryogenic fluid to their corresponding volume of gas and vice versa and is a companion to the provisions of Chapter 55 of this code. Note that this appendix is for information purposes and contains mere guidelines.

Appendix H Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions. This appendix is intended to assist businesses in establishing a Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) based on the classification and quantities of materials that would be found on site in storage and/or use. The sample forms and available Material Safety Data Sheets (MSDS) provide the basis for the evaluations. It is also a companion to IFC Sections 407.5 and

407.6, which provide the requirement that the HMIS and HMMP be submitted when required by the fire code official.

Appendix I Fire Protection Systems—Noncompliant Conditions. The purpose of this IFC appendix, which was developed by the ICC Hazard Abatement in Existing Buildings Committee, is to provide the fire code official with a list of conditions that are readily identifiable by the inspector during the course of an inspection utilizing the International Fire Code. The specific conditions identified in this appendix are primarily derived from applicable NFPA standards and pose a hazard to the proper operation of the respective systems. While these do not represent all of the conditions that pose a hazard or otherwise may impair the proper operation of fire protection systems, their identification in this adoptable appendix will provide a more direct path for enforcement by the fire code official.

Appendix J Building Information Sign. This appendix provides design, installation and maintenance requirements for a Building Information Sign (BIS), a fire service tool to be utilized in the crucial, initial response of fire fighters to a structure fire. The BIS placard is designed to be utilized within the initial response time frame of an incident to assist fire fighters in their tactical size-up of a situation as soon as possible after arrival on the scene of a fire emergency. The BIS design is in the shape of a fire service Maltese Cross and includes five spaces (the four wings plus the centerpiece of the cross symbol) in which information is placed about the tactical considerations of construction type and hourly rating, fire protection systems, occupancy type, content hazards and special features that could affect tactical decisions and operations.

Appendix K Construction Requirements for Existing Ambulatory Care Facilities. This new adoptable appendix was created by the ICC Ad Hoc Committee on Healthcare (AHC) and its intent is to provide jurisdictions with an option for assessing minimum fire and life safety requirements

for buildings containing ambulatory care facilities. While this appendix is written with the intent to apply retroactive minimum standards, the AHC recognized that the ambulatory care requirements are relatively recent additions to the International Building Code. For that reason, these requirements are presented as an appendix so that the adopting authority can exercise judgment in the adoption and application of this section. This appendix would also be useful for those local and state jurisdictions that are specifically focused on ensuring the safety for existing ambulatory care facilities by providing minimum criteria that could be used to bring older facilities into compliance with the current standards at the discretion of the adopting jurisdiction. The technical requirements are based on the current IBC language, which is consistent with the overall concept of the current federal requirements.

Appendix L Requirements for Fire Fighter Air Replenishment Systems. This new adoptable appendix provides for the design, installation and maintenance of permanently installed fire fighter breathing air systems in buildings designated by the jurisdiction. Breathing air is critical for fire-fighting operations. Historically, fire departments have supplied air bottles by means of a "bottle brigade," whereby fire fighters manually transport air bottles up stairways, which is an extraordinarily fire fighter-intensive process and takes fire fighters away from their primary mission of rescue and firefighting. Technology now exists to address the issue using in-building air supply systems. Fire fighter breathing air systems were introduced in the late 1980s and are now required in a number of communities throughout the United States. The system has been called a "standpipe for air" and consists of stainless steel, high-pressure piping that is supplied by on-site air storage or fire department air supply units. Air filling stations are then strategically located throughout the building allowing fire fighters to refill breathing air cylinders inside the fire building, negating the required "bottle brigade," and making more fire fighters available for search,

rescue and fire suppression operations.

Appendix M High-rise Buildings—Retroactive Automatic Sprinkler Requirement. This new adoptable appendix was created by the ICC Fire Code Action Committee (FCAC) and its intent is to provide an option for adoption by jurisdictions that choose to require existing high-rise buildings to be retrofitted with automatic sprinklers. Modern fire and building codes require complete automatic fire sprinkler protection and a variety of other safety features in new high-rise construction. Many older high-rise buildings lack automatic sprinkler protection and other basic fire protection features necessary to protect the occupants, emergency responders and the structure itself. Without complete automatic sprinkler protection, fire departments cannot provide the level of protection that high-rise buildings demand. Existing high-rise buildings that are not protected with automatic sprinklers represent a significant hazard to occupants and fire fighters and can significantly impact a community's infrastructure and economic viability in the event of a fire loss. The FCAC recognized that not all jurisdictions may choose to or may not have legal authority to enact a retroactive construction requirement of this nature, so the proposal has been included as an adoptable appendix.

Adopted and signed on this 10th day of July, 2018.

_____

Hon. Dan Gattis
Williamson County Judge

_____ _____

Hon. Terry Cook
Commissioner, Precinct 1

Hon. Valerie Covey
Commissioner, Precinct 3

_____ _____

Hon. Cynthia Long
Commissioner, Precinct 2

Hon. Larry Madsen
Commissioner, Precinct 4

Commissioners Court - Regular Session **45.**

Meeting Date: 07/10/2018

Compensation Policy Review

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving updates to the compensation policies found in the Employee Policy Manual and the Budget Order.

Background

This is a review of the compensation policies to determine if any updates are necessary.

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	07/05/2018 09:52 AM
Form Started By: Tara Raymore		Started On: 07/05/2018 08:51 AM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **46.**

Meeting Date: 07/10/2018

Amendment to current contract with TX State Library & Archives

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on an Amendment to the current Texas State Library & Archives Contract for the County Clerk.

Background

More money is needed on the contract that was signed last summer with the State Library before we knew that some of the older 35 mm microfilm we brought out of storage at Iron Mountain had begun to smell like vinegar, thus the oxidation process had started on them. They can duplicate the bad film. The oxidized film will have to be destroyed as it will affect other rolls and the destruction will spread. This is not money from the General Fund but the designated funds that we collect when documents are recorded. We have enough in a line item where we didn't spend all that we had been quoted to now use for this project. Iron Mountain never notified us that there were problems with any of the film. Another reason we are glad we have changed storage facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

amndmnt TSL contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/25/2018 08:46 AM
Form Started By: Nancy Rister		Started On: 06/21/2018 12:41 PM
Final Approval Date: 06/25/2018		

Contract Amendment #1
Imaging Services for Fiscal Year 2018

Texas State Library and Archives Commission
State and Local Records Management Division

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-18-1246
WillCo Contract or Purchase Order Number: Not Provided

The contract and agreement entered into by and between the Texas State Library and Archives Commission and Williamson County Clerk, is hereby amended for the period ending August 31, 2018. It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

This amendment will change the total amount of the contract from $52,000.00 to $107,238.00, an increase of $55,238.00 to cover costs incurred before August 31, 2018.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this contract shall not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____ Date: _____
Dan Gattis, County Judge

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____ Date: _____
Donna Osborne, Chief Operations and Fiscal Officer

GENERAL INSTRUCTIONS
This document must be submitted to the Receiving Agency for approval. The Receiving Agency must sign two copies of the amendment and return to ar@tsl.texas.gov or:

Texas State Library and Archives Commission
Attention: Accounting
Box 12516
Austin, TX 78711-2516

Commissioners Court - Regular Session **47.**

Meeting Date: 07/10/2018

Memorandum of Understanding with the State of Texas for Interoperable Communications

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

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of the Memorandum of Understanding with the State of Texas regarding the state wide radio interoperability on the use of National Public Safety Planning Advisory Committee (NPSPAC) frequencies.

Background

The State of Texas is requiring all jurisdictions to enter into a memorandum of understanding, establishing radio usage guidelines and authorization to operate on the National Public Safety Planning Advisory Committee (NPSPAC) frequencies. This occurs most often during times of mutual aid outside the home jurisdiction or during disasters.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

State MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/27/2018 09:15 AM
Form Started By: Jarred Thomas		Started On: 06/19/2018 04:30 PM
Final Approval Date: 06/27/2018		

Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels 150 MHz – 800 MHz Bands

Developed By

Texas Statewide Interoperability Executive Committee (TSIEC),

the Texas Interoperable Communications Coalition (TxICC), and

the Texas Department of Public Safety (TxDPS)

Revised January 2018 (Change #19)

RECORD OF CHANGES
Texas Statewide Interoperability Channel Plan

CHANGE #	DATE OF CHANGE	CHANGE	DATE ENTERED
Issued	04-1-2005	Initial Issue	04-1-2005
1	4-6-2005	Deleted “narrowband” from phrase “narrowband 800”, pg. 14.	4-6-2005
2	4-6-2005	Frequencies transposed in Figure 5, pgs. 15 & 30.	4-6-2005
3	4-6-2005	Deleted word “refarming” from “refarming order”, pgs. 15 & 30.	4-6-2005
4	9-7-2006	Corrected error in 700 MHz channel frequencies, pgs. 13-14, & 29.	9-7-2005
5	6-10-2007	General edit; simplify provision for encryption; add new/changed channel labels, clarify 1/1/2013 deadlines	6-10-2007
6	9-25-2007	Name of plan changed to add the word “Statewide”. General edit; Modified background note and text to require P25 NLT 1/1/2013; added tactical repeaters; dropped 700 MHz channels 1 MHz; changed 800 MHz NPSPAC channels by 15 MHz.	10-20-2007
7	01-22-2008	Corrected order of frequencies used in 8TAC95D and 8TAC96D. Extended transition date for P25 CAI digital until 1-1-2015. Changed VTAC17 and VTAC19 availability date to 7/1/2008.	01-22-2008
8	06-09-2008	Removed Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council)	06-09-2008
9	06-24-2008	Changed marine channel date due to FCC delay	06-24-2008
10	11-05-2008	Removed Marine channels from plan due to FCC rule amendments	11-05-2008
11	04-20-2009	Updated narrowbanding requirements for 1/1/2013	04-20-2009
12	08-31-11	Updated MOU language	08-31-11
13	03-06-12	Updated Modulation requirements, removed Digital P25 Requirements, Added Fed VHF Repeaters, Changed Channel Coordination to IC, Updated SWIC	03-06-2012
14	03-22-12	• Changed Texas Law 1 to TXCALL1D and Texas Law 2 to	03-22-12

		TXCALL2D • Added 'Office of the Texas SWIC' or 'TxICC' to SIEC references • Removed references to P25 compliance by 2015 • Added reference to compelling reason exception for P25 • Clarified wideband and narrowband for modulation and encryption • Added footnote about how to access additional VHF Repeater Channels in an emergency • Updated tables to ensure headings were consistent throughout • Created separator line for Repeater Base Configuration in Tables 2 and 5 • Separated Table 3 into two tables, changing the Tactical Repeater Configuration to Table 4 • Created a new Table 6 for Use within Border Area for Rebanding Border communications • Changed Emission Designator to 20K0F3E for 800 NPSPAC Interoperability Channels • Updated MOU language to clarify VFD signatures	
15	1-25-13	• Fixed Portable channel table on page 19/20 to properly show mobile and repeater channels	1-25-13
16	5-13-14	• Added Mobile Satellite Talkgroup, section 8 • Updated MOU to include MSAT • Added Statewide Radio ID Plan, section 9 • Added Acronym List, section 10 • Removed wideband and narrowband references • Updated table numbers to align with section numbers • Added VTAC17&17D	5-13-14
17	5-27-15	• Added recommended short list of VHF and 700 channels for programming • Added 7CALL70 and 7CALL70D channels • Added text that 700 MHz interoperability channels must always use P25 CAI digital conventional Modulation • Removed emission designators	5-27-15

		11K2G2E and 11K3F3E • Updated Station Class field in 700 MHZ and 800 MHz channel tables from FX1T/MO to FB2T/MO and FX1T to FBT for direct channels • Indicated which 700 MHz channels should not be used within 70 miles of the US / Mexico border	
18	12-07-17	• Updated Statewide Coordinated P25 Radio Unit Identification (ID) Plan guidance • Added new 700 MHz Air-to-Ground Channels • Added new UHF and VHF Federal Interoperability Channels • Added reminder: Fixed base repeaters as secondary use – all frequencies • Updated MOU to reflect new Air-to-Ground and Federal Interop Channels • Changed section headings to match with NIFOG color shading • Updated VHF and 800 MHz CTCSS tones in compliance with the NIFOG	12-07-17
19	1-29-18	• Updated Federal Agency table 4.4 with correct RX frequency • Updated FM emission for new Federal Agency channels from 11K25F3E to 11K2F3E (*note the emission is published in the NIFOG is incorrect) • Updated Federal Agency tables 4.5 and 5.3 to list CTCSS tones.	1-29-18

Texas Statewide Interoperability Channel Plan
For FCC Designated Public Safety Interoperability Channels 150 MHz – 800 MHz

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MEMORANDUM OF UNDERSTANDING
Texas Statewide Interoperability Channel Plan (TSICP)
(Original issue, April 1, 2005)

Texas Department of Public Safety

and the identified *Federal Agency, State Agency, Local Jurisdiction, or Emergency Service Organization*

Purpose

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- State agencies in Texas and their associated emergency response organizations;
- Federal agency local units in Texas and their associated emergency response organizations,
- Local agency units in Texas and their associated emergency response organizations to use designated Federal interoperability channels, and;
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in Federal Communication Commission (FCC) Rules, Part 90 (47CFR, subpart B, paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TxDPS).

This agreement supersedes any other previous versions of the MOU.

Authority

Execution of this agreement by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council). This MOU satisfies FCC Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by the National Communications & Information Administration (NTIA) Manual, 47 CFR, Parts 2.102(c), 2.103; and 7.12. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

Applicability

This MOU authorizes the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Office of Emergency Communications and the Texas Division of Emergency Management. Generally, this includes organizations in the following governmental disciplines:

Emergency Management	**Public Safety Communications**
Law Enforcement	**Public Health**
Fire Service	**Health Care**
Emergency Medical Services	**Hazardous Materials**
Public Works / Transportation	**Governmental Administration**

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with an Incident Communications Plan.

Background

The 77th Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network. That group developed a preliminary plan that was accepted by the state IRWG and the Sheriffs' Association of Texas on March 27, 2001.

Subsequently, the IRWG determined that the state agency communications network should be expanded to include all public safety agencies in the state. This was accomplished by IRWG's development of the IRCIP of January, 2003.

In response to an FCC requirement for establishment of state / regional advisory committees, the Texas Interoperable Communications Coalition (TxICC) and the Texas Statewide Interoperable Communications Plan Executive Committee (SEC) were formally established as advisory committees to TxDPS.

The Texas Statewide Interoperability Channel Plan (TSICP), developed by the TxICC and included in this MOU, provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, 800 MHz, and mobile satellite radio equipment for interagency coordination, en route travel, or on-incident communications.

Understandings

TxDPS will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein;
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU, and;
- Issue updates and revisions to the TSICP contained herein, upon request by the TxICC and the Director of the TxDPS.

Jurisdiction will:

- Participate in regional communications planning (generally arranged by a regional Council of Governments) that provides for regional radio communications interoperability.

- Manage use of the interoperability frequencies by its employees, ensuring compliance with the TSICP and federal / state / local laws, ordinances, and rules.

- Use the interoperability frequencies authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or at the scene of an incident.

- Use the interoperability frequencies for operational and en route communications in accordance with local and regional policies and procedures.

- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.

- Prioritize use of the interoperability frequencies:

    1. Emergency or urgent operation involving imminent danger to life or property;

    2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;

    3. Special event, generally of a pre-planned nature;

    4. Joint training exercises, and

    5. Inter-agency and en route communications.

- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:

    - Use “plain language” without 10-codes or agency-specific codes/jargon;

    - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

      Examples: ***"Bryan EMS 1605, this is Tyler Fire 2102"*** **or** ***"Incident Command, this is DPS 505”***

- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies as found in the TSICP. This means that, as a minimum, the interoperable frequencies would be added to the day-to-day frequencies used by that entity.

- Ensure that interoperability calling channels are monitored at the Incident Command Post on major incidents requiring significant aid from agencies beyond routine local interoperability. Monitoring shall include one or more of the following:

CALLING CHANNEL NAME	USE
VCALL10	Analog VHF Calling Channel
UCALL40	Analog UHF Calling Channel
7CALL50	Digital P25 700 MHz Calling Channel
8CALL90	Analog National Calling Channel

Incident Command Post monitoring may be implemented using cross-band repeaters, communications operator console patching, or VHF/UHF/700/800 MHz fixed or mobile gateway.

It is suggested that the band-relevant interoperable call channel listed above be included in the 'home zone' used for day-to-day operations. This will enable radio users to easily turn to the interoperable channel on their mobile or portable radio when needed.

The parties mutually agree:

- Jurisdiction and TxDPS agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Office of the Texas Statewide Interoperability Coordinator (SWIC).

- Jurisdiction and TxDPS agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.

- Only one MOU per Jurisdiction or Governing Body is required to cover the departments and/or sub-agencies of each jurisdiction, as long as each department or sub-agency is listed on an accompanying attachment.

The attached *TSICP (Original Issue March 25, 2005)* is incorporated into this MOU in its entirety. The TSICP may be revised by TSICP Strategic Advisory Group (SAG) and TxDPS as needed, and revisions will be provided to Jurisdictions by TxDPS.

Should Jurisdiction elect to withdraw from this MOU because of TSICP revisions, notice shall be given by mail to:

Texas Department of Public Safety
Public Safety Communications Service
5805 N. Lamar Boulevard
Austin, TX 78752

Agreement

This Memorandum of Understanding was agreed to 1st day of May, 2018.
*Please **complete, sign, scan, and then email ***THIS PAGE ONLY*** as attached file to txswic@dps.texas.gov.*

WHO SHOULD EXECUTE THIS AGREEMENT**: **Each jurisdiction must individually sign this agreement.

- *An authorized representative of a City may sign for all public safety agencies in that city.*
- *A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,*
- *A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.*
- *A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.*

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at https://www.dps.texas.gov/LawEnforcementSupport/communications/interop/index.htm

FOR JURISDICTION

Jurisdiction Name: Williamson County

Authorized Signature: _____

Print Name: Dan Gattis

Title: County Judge

Jurisdiction Address: 710 South Main Ste. 101
Georgetown, TX 78626

Phone: (512) 943-1550 e-mail: dgattis@wilco.org

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses or MSAT Authorization. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned for the future.

	Mobile	Portable	Temporary Base-Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz	546	71	23		N/A
450 MHz	10	0	5		N/A
700 MHz	530	42	46	N/A	
800 MHz NPSPAC	783		784	N/A	N/A
Mobile Satellite (MSAT)	3	0	0	N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY AUTHORIZED SIGNATURE

Signature: _____

Todd M. Early, Director Public Safety Communications Service
Texas DPS Law Enforcement Support Division, 5805 N. Lamar Boulevard, Austin, TX 78752

Phone: (512) 424-2121 Fax: (512) 424-2899 Todd.Early@dps.texas.gov

Background Note to Users of the Texas Statewide Interoperability Channel Plan

Nationwide, public safety communications is in a period of great change driven by FCC regulatory changes, new technology, and federal grant funding requirements.

Specifically:

- The Texas Interoperable Communications Coalition (TxICC) anticipates that all federal grants will soon require that grant funds be spent only for P25-compliant digital-capable equipment and advises all jurisdictions to purchase P25-compliant equipment.

    - Hurricane Katrina re-emphasized the need for common mutual aid/interoperability channels in public safety radios. Also highlighted was the need for all public safety radio users to have common labels for these channels. In response to the U.S. Congress and to U.S. Department of Homeland Security, a national ANSI standard has been established for use in all jurisdictions within the United States. http://www.npstc.org/download.jsp?tableId=37&column=217&id=17&file=11042-2017_CommonChannelNamingDocument.pdf . These names are reflected in this document.

- This Channel Plan is consistent with current regulatory requirements, technical standards, and grant guidelines as they are understood at the time of issue.

Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels 150 MHz–800 MHz

1. INTRODUCTION

This Channel Plan describes conditions and guidelines for use of state-licensed interoperability or mutual-aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- Federal agency offices in Texas and their associated emergency response organizations, and;
- Private emergency response organizations licensed or eligible to operate in the Public Safety Pool as defined in the Federal Communication Commission (FCC) Rules, Part 90, (47CFR, subpart B paragraphs 90.15-90.20). For further information on FCC public safety radio pool eligibility for statewide use of interoperability channels within Texas, see http://wireless.fcc.gov/publicsafety/pspool.html.

License privileges are extended to organizations that have executed an acceptable Memorandum of Understanding (MOU) with the Texas Department of Public Safety (TxDPS). These licenses provide for:

- Operation of VHF, UHF, 700 MHz band, and 800 MHz band radio equipment on interoperability or mutual aid channels within the boundaries of Texas;
- Operation of mobile, portable, temporary base, temporary repeater and temporary control station radios only. Fixed-base stations, such as dispatch points, PSAP's, etc., must be separately licensed by the jurisdiction, agency, or private emergency response organization, and
- Permanently-installed standby repeaters must be licensed separately.

By executing an acceptable MOU associated with this Texas Statewide Interoperability Channel Plan (TSICP), public safety entities may operate under existing FCC licenses issued to TxDPS:

Channel Band	FCC License
150 & 450 MHz	WQBC290
700MHz Narrowband	WPTZ776
[1]700 MHz Air-to-Ground	**TBD**
800 MHz NPSPAC	WPGV572
800 MHz Mutual Aid	WQDW771

[1] The 700MHz Air-to-Ground license is not yet official, thus the license information is listed as TBD. However, if an agency is reprogramming radios before the official license is obtained, they can include these channels now, but are not able to use them until the license is officially in place.

By signing this MOU, entities agree to only use the interoperability channels for the purposes outlined herein, and are NOT to be used for routine day-to-day dispatch operations.

2. GENERAL CONDITIONS FOR USE OF TEXAS DEPARTMENT OF PUBLIC SAFETY LICENSED INTEROPERABILITY CHANNELS

By executing the MOU associated with this TSICP, signatories agree to abide by the following general conditions:

2.1. Operational

- Interoperability calling channels and tactical channels should be programmed into all mobile, portable, and temporary base radios operated by signatory agencies and organizations. At a minimum, the channels should be programmed into all radios that can reasonably be expected to be operated by an agency or organization leadership (officers, incident commanders, etc.).

- Use of the interoperability channels shall be limited to their designated purpose of coordination between emergency response agencies, dispatchers, and resources in the field. Such coordination may occur during en route travel, during exercises, or on-incident.

- The interoperability channels are not to be used for routine dispatch operations, but may be used by dispatchers for communications with personnel in the field, in accordance with local and regional policies and procedures. The interoperability tactical channels may be used for day-to-day emergency operations in the absence of higher priority events.

- Use of the interoperability channels shall be prioritized as follows:

    1. Emergency or urgent operation involving imminent danger to life or property;

    2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;

    3. Special event, generally of a pre-planned nature;

    4. Joint training exercises;

    5. Inter-agency and en route communications in accordance with local and regional policies and procedures; and

    6. Day-to-day tactical communications on scene.

- Use of the interoperability channels for on-incident communications shall be in accordance with an Incident Communications Plan established by the on-scene incident commander. The controlling agency for an incident shall, through its Incident Commander, assign and\or reassign interoperability channels for each operational period as required to support incident operations.

- Radio communications procedures on the interoperability channels must be consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) and shall be implemented, specifically including:

    - Use “plain or commonly understood language” without 10-codes or agency-specific codes/jargon, and

    - Use the calling order "Agency-Unit #, this is Agency-Unit #" calling order, rather than "Unit # to Unit #".

      Example: "Bryan 1605 this is Tyler 2102" or "Incident Command this is DPS 505”

- Interoperability channels may be used only for voice traffic with the exception of specifically-identified data-only channels (see Tables 5.1 and 5.2). Paging, alert tones, and SCADA operations are not permitted on interoperability calling or tactical channels. Mobile data operations may be conducted on 700 MHz channels labeled for data in the tables. User-initiated telephone interconnect, e.g., phone patch, is not permitted on the interoperability channels.

- All mobile and portable radio equipment should employ a time-out timer set to limit transmission duration to a period of no greater than 120 seconds (2 minutes).

- To alleviate confusion, the standard channel names listed in this plan shall be used in all equipment to refer to individual channels. Previously used mutual-aid channel designations (Intercity, VTAC1, etc.), are no longer valid, and shall be removed from equipment in the field.

- Radios not capable of displaying alphanumeric channel labels should be placarded to indicate the channel names and their corresponding positions on the radio's channel selector switch.

2.2. Co-Channel and Adjacent Channel Interference

The statewide interoperability channels, Continuous Tone Coded Squelch System (CTCSS) tones, and Network Access Codes (NAC) are designated statewide under this plan and thus co-channel interference by/with other simultaneous incidents is possible. If effective radiated power (ERP) is limited to the minimum level required to maintain reliable communications at each incident, and given adequate geographic separation, coordinated co-channel operations at separate incidents and venues may be conducted successfully.

If interference to the interoperability channels from licensed users who are signatory to this plan occurs during an incident, those licensed users should consider their communications to be secondary to emergency interoperability traffic on the interoperability channels.

Co-channel and adjacent channel interference issues during an incident or event must be resolved by the on-scene designated COM-L. TxDPS should immediately be notified of interference to the interoperability channels in order to assist in resolution of the problem.

2.3. Calling Channels

Initial radio contact during travel to or arrival at an emergency incident may be established on an appropriate interoperability calling channel.

- **Calling channels designated as VCALL10, UCALL40, 7CALL50, and 8CALL90 are intended to provide for local and itinerant-user communications with local public safety dispatchers. TXCALL1D is designated as a mobile-to-mobile Calling Channel. TXCALL2D is designated as a Calling Channel for state and federal aircraft to/from a base station. It also will serve as a backup to VCALL10 for other applications.**

- Additionally, the calling channels may be used by responding emergency resources seeking to make contact with the Incident Command Post or staging area(s) at a large-scale incident.

- If a region (or an adjacent region) has jurisdictions that use VHF equipment, the channel VCALL10 should be continually monitored by appropriate dispatch points within the affected regions.

- If a region (or an adjacent region) has jurisdictions that use UHF equipment, the channel UCALL40 should be continually monitored by appropriate dispatch points within the affected regions.

- If a region (or an adjacent region) has jurisdictions that use 700 MHz band equipment, the channel 7CALL50 should be continually monitored by appropriate dispatch points within the affected regions.

- If a region (or an adjacent region) has jurisdictions that use 800 MHz equipment, the channel 8CALL90 should be continually monitored by appropriate dispatch points within the affected regions.

2.4. CTCSS Coded Squelch for VHF, UHF, and 800 MHz

CTCSS shall be used on the interoperability calling and tactical channels to mask interference, in accordance with the figures and dates listed in this plan.

The CTCSS tone of 156.7 Hz shall be used for all analog operation on VHF **simplex,** all UHF, and 800 MHz interoperability channels (including fixed, temporary, mobile, and portable analog transmitters). For VHF **repeater** CTCSS and channel programming, see Table 4.4.

- CTCSS tone programming for VHF, UHF, and 800 MHz must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020.**

- It is recommended that if the capability exists, a monitor button should be programmed to allow channel monitoring in open carrier squelch, per FCC Rules, Part 90.

Only the CTCSS tones identified in this channel plan are allowed on the interoperability channels within the state. These tones and codes shall not be changed nor others added by an individual agency, communications vendor, or maintenance service provider.

2.5. Modulation and Encryption

This plan identifies allowable modulation and encryption on calling and tactical channels:

- VHF/UHF Analog Modulation at 2.5 kHz is mandatory on all calling and tactical channels to facilitate interoperability with legacy radio equipment in the field.

- 800 MHz Calling Channels: Analog Modulation at 4 kHz is mandatory on all calling and tactical channels to facilitate interoperability with legacy radio equipment in the field.

- 700 MHz interoperability channels must always use P25 CAI digital conventional Modulation.

    - The TIA 102 standard is the Project 25 standard. The following list includes but is not all encompassing of proprietary formats that do not meet the TIA 102 P25 standard: NEXEDGE, IDAS, MOTOTRBO, TETRA, EDACS, OPENSKY, ASTRO 3600, and DMR.

- For occasional pre-planned events where communications security is an issue, encrypted P25 Phase 1 CAI modes are authorized on tactical channels. Specific encryption algorithms and encryption keys shall be as defined by the event COM-L.

2.6. Temporary Base and Repeater/Mobile Relay Stations

Temporary base stations and repeater/mobile relay stations are permitted by the MOU associated with this channel plan, with the following conditions or restrictions:

- Temporary base stations and temporary repeater/mobile relays antennas may not exceed 13.3 meters (40 feet) above terrain or structure.

- Temporary base stations and temporary repeater/mobile relays that are deployed under this plan may not exceed FCC licensed limitations:

	Transmitter Power	Effective Radiated Power (ERP)
o VHF	50	100
o UHF	100	200
o 700 MHz P25	35	35
o 800 MHz Temp Base	35	35
o 800 MHz Repeater	75	75

- Temporary base stations and repeater/mobile relay stations must incorporate automatic station identification, using the appropriate call sign(s) per FCC Rules, Part 90.

- Temporary base and repeater/mobile relay stations shall have a time-out timer limiting transmit duration to no greater than 120 seconds (2 minutes).

- Temporary base and repeater/mobile relay stations, when operating in the repeater mode, shall be configured to immediately drop transmit carrier upon cessation of input signal (no “hang

time"). Reasonable squelch hang time for weak received signals or signals that have achieved a critical bit error rate (BER) is permitted.

- Temporary base stations, repeaters or mobile relays must utilize manual switching or dedicated RF control links, wire line, microwave, fiber, or satellite circuits as a means of primary control. Interoperability channels shall not be enabled, disabled, or muted by any over-the-air signaling device (selective or dual-tone multi-frequency signaling, etc.) as a primary means of control.

- Temporary base and repeater/mobile relay stations shall not be left in permanent operation and must be disabled upon conclusion of an incident or exercise. Permanently installed Standby Repeaters, if identified in regional interoperability plans, must be separately licensed. Contact Texas DPS RF/Technical Services at 512-424-7134 for assistance.

- End-of-transmission "courtesy tones" or "beeps" are not allowed on any interoperability channel.

2.7. Conditions for Use of VHF and UHF Federal Entity Interoperability Channels

2.7.1. Requirements per the MOU between the State of Texas and the FCC

Consistent with Section 4.3.16 of the NTIA Manual, the Parties agree that they shall abide but the following conditions for the use of the Federal Interoperability Channels listed in tables 4.4 and 4.5 for VHF, and tables 5.2 and 5.3 for UHF of this TSICP:

1. These channels are available for use among Federal agencies and between Federal agencies and non-Federal entities with which Federal agencies have a requirement to operate.
2. These channels are available to non-Federal entities to enable joint Federal / non-Federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations.
3. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses as defined by the NTIA Manual.
4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA (through sponsoring Federal agency) is required to resolve these conflicts.
5. Only narrowband emissions are to be used on the Federal Entity Interoperability Channels
6. This MOU does not authorize the provisioning or use of the frequencies listed in tables 4.4, 4.5, 5.2, and 5.3 in any permanent infrastructure.
7. Default operation should be carrier squelch receive, CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed on how and when to enable/disable.

Federal Agency Interoperability channels may NOT be used for State-to-State, State-to-Local, or Local-to-Local interoperability. A Federal entity must be involved when these channels are used.

2.7.2. Suggestions per the National Interoperability Field Operations Guide (NIFOG)

1. The "VHF Incident Response (IR) Federal Interoperability Channel Plan", the "UHF Incident Response (IR) Federal Interoperability Channel Plan", the "VHF Law

Enforcement (LE) Federal Interoperability Channel Plan", and the "UHF Law Enforcement (LE) Federal Interoperability Channel Plan" show frequencies available for use by all Federal agencies to satisfy law enforcement and public safety incident response interoperability requirements. These frequencies will be referred to hereinafter as "Federal Interoperability Channels".

2. **The Federal Interoperability Channels are available for use among Federal agencies and between Federal agencies and non-federal entities with which Federal agencies have a requirement to operate.**
3. The channels are available to non-federal entities to enable joint Federal/non-federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses.
4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA is required to resolve these conflicts.
5. Only narrowband emissions are to be used on the Federal Interoperability Channels.
6. Equipment used (transmitters and receivers) must meet the standards established in Section 5.3.5.2 of the NTIA Manual:
    a. T I A/E I A 603-B for narrowband analog;
    b. T I A TSB 102.CAAB-A for narrowband digital
7. A complete listing of conditions for use by Federal users can be found in Section 4.3.16 of the NTIA Manual.
8. Use of these frequencies within 75 miles of the Canadian border and 5 miles of the Mexican border require special coordination and in some cases will not be available for use.

Law Enforcement Plans

1. Frequencies 167.0875 MHz (Channel Name: LE A) and 414.0375 MHz (Channel Name: LE B) are designated as National Calling Channels for initial contact and will be identified in the radio as indicated in the Law Enforcement Federal Interoperability Channel Plans.
2. Initial contact communications will be established using narrowband analog FM emission (11K2F3E).
3. The interoperability channels will be identified in mobile and portable radios as indicated in the Law Enforcement Federal Interoperability Channel Plans with Continuous Tone-Controlled Squelch Systems (CTCSS) frequency 167.9 Hz and/or Network Access Code (NAC) \$68F (1679_{10}).

Incident Response Plans

1. Frequencies 169.5375 MHz (Channel Name: NC 1) (paired with 164.7125 MHz) and 410.2375 MHz (Channel Name: NC 2) (paired with 419.2375 MHz) are designated as the calling channels for initial contact and will be identified in the radio as indicated in the Incident Response Federal Interoperability Channel Plans.
2. Initial contact will be established using narrowband analog FM emission (11K2F3E).
3. To ensure access by stations from outside the normal area of operation, Continuous Tone-Controlled Squelch Systems (CTCSS) will not be used on the calling channels.
4. The interoperability channels will be identified in mobile and portable radios as indicated in the "VHF Incident Response (IR) Federal Interoperability Channel Plan" and the "UHF Incident Response (IR) Federal Interoperability Channel Plan".

3. TRUNKED RADIO SYSTEMS

3.1. Statewide Coordinated P25 Radio Unit ID Range Management Plan

WHAT:
The Statewide Coordinated P25 Radio Unit ID[2] Range Management Plan is an effort to coordinate the distribution of unique identifiers for P25 subscriber radios across the state of Texas. P25 IDs are assigned to create service for a subscriber on a P25 network. P25 subscribers come in a variety of forms, including portable handheld radios, mobile radios, consolettes, and console operator positions.

The Project 25 Standard defines just over 16 million unit IDs which can be used by any one system. For proper operation, subscriber devices MUST be using a UNIQUE identifier, which functions exactly like a telephone number. The Statewide Coordination Plan pre-allocates the IDs in blocks by COG, which can then be further subdivided as desired.

The Statewide Coordinated P25 Radio Unit ID Plan ONLY applies to the coordination of ID Ranges, and does not address, and is not intended to, coordinate, allocate, or otherwise control the activation or allocation of individual Radio IDs.

WHY:
The purpose of this initiative is to reduce duplication of IDs across the state so that each P25 subscriber and mobile ID has a unique identifier, and such that each user can use the assigned P25 Unit ID no matter where they are operating in the state.

The Agencies that have implemented this approach have experienced a number of benefits:

- **Allows Distributed Governance and Local Control Over ID Ranges** – The primary goal of this approach is to achieve both the benefits of centralized coordination, while allowing local and regional controls over range management.
- **Improved Disaster Response Times** – This method greatly simplifies the mechanisms for enabling First Responders to operate on different systems throughout the State, saving precious time during disaster response.
- **One ID per Radio** – System owners only need to track one Radio Unit ID per radio, which makes tracking and managing radios, users, and radio programming profiles (“codeplugs”) much easier.
- **Reduces Duplicate Radio Unit IDs** – Time and troubleshooting efforts are greatly reduced for radio system support teams.
- **Simplifies Management & Allocation** – Helps eliminate errors in assigning IDs because they are organized into the Radio Unit ID fleetmap[3] structure.
- **Easier to Connect Systems** – For systems that are already coordinated, this approach removes one of the significant obstacles to integrating systems, which is the need to coordinate and reprogram Radio Unit IDs in order to remove duplications.
- **Improves Recovery of Lost or Stolen radios, Reduces Security Risk** – Allows a lost, or stolen device to be disabled or inhibited across multiple networks increasing the likelihood of recovery and without worry of “disabling” an authorized local, radio subscriber unit.

[2] The term “ID” is an abbreviation for “Identifier” in P25, a term rarely used and so just “ID” is used here.
[3] In this instance, fleetmap refers to P25 Radio Unit ID fleetmaps.

- **Enables quick identification of a Home jurisdiction by ID Range** – Entities are able to determine the subscriber's jurisdiction by viewing the leading numbers of the P25 Unit ID because they are allocated by COG/Tribe/Jurisdiction.

HOW:
Some COGs have begun allocating ID ranges from within their allocated range at the 'million level,' further dividing their range by creating ranges for counties and cities, as desired.

COGs that share an allocated 'million level' range with other COGs must first coordinate to determine which COG will have which block of ID ranges within the 'million level' range.

Once the COG-level ID range is known, each COG can determine how they prefer to address ID range ownership and range management. To implement the Plan, points of contact at the COG and, in many cases, county level must be identified to manage the allocation of ID ranges.

Some regions may have one point of contact to own the range at the COG level and manage all IDs that are assigned to agencies across the COG. In other areas, there may be multiple range owners within the geography range of the COG – at the county, city, and agency levels.

The graphic below is **only an example** to illustrate the concept of ID allocation beginning at the 'million level' range down to the agency level. This illustration uses a shorthand nomenclature; examples are shown at right.



"7M" = 7000000 – 7999999
"788" = 7880001 – 7889999

While the concept of dividing and allocating an ID range seems relatively simple, there needs to be strict attention to detail and specific tracking of ID range assignments to ensure successful ID range allocations. There are numerous real world scenarios where ID range assignments were not carefully managed and extensive problems arose, from both a financial perspective and the level of effort to repair the problems.

To prevent this from happening in other areas, tools are being developed to assist entities in allocating and managing ID ranges and to determine the appropriate point of contact to obtain a range of IDs. These tools will be made available at:
www.dps.texas.gov/LawEnforcementSupport/communications/interop/

WHEN:
The State has not established a deadline for migration to coordinated ID range management. For existing radios using uncoordinated IDs, the change requires radio reprogramming. Because it is understood that radios across the state may not be able to be reprogrammed immediately, it is strongly encouraged that entities reprogram radios with new IDs as their radios are programmed for other or additional reasons.

As radios are reprogrammed, it is EXTREMELY important that the entity reprogramming the radios obtain the latest version of the TSICP and verify if any necessary channel programming updates must be made to be in compliance with the TSICP. **Grant funding is evaluated based upon verification of radio programming compliance with the TSICP, including compliance with the Statewide Coordinated P25 Radio Unit ID Range Management Plan.**

The table below shows the allocation of Statewide Coordinated P25 Radio Unit IDs at the millions level or "M" ranges. The M range indicates the leading one or two digits and are allocated as below, as of the publication date of this document. A brief description of each range and an explanation of the acronyms is provided following the table.

Table 3.1: Statewide Coordinated P25 Radio Unit IDs – Current Range Allocations

Range Abbreviation	P25 UNIT ID RANGE		Allocation
	Low	High	
Legacy (0M)	*0000001*	*0999999*	*uncoordinated*
1M	1000000	1999999	HGAC, TxWARN
2M	2000000	2999999	TxWARN, HGAC, BVCOG / BVWACS, ETMC, MTA
3M	3000000	3999999	DETCOG, ETCOG, SETRPC
4M	4000000	4999999	Unallocated
5M	5000000	5999999	TxDPS, State, Tribal & Federal Agencies
6M	6000000	6999999	AACOG, CBCCOG
7M	7000000	7999999	ATCOG, NCTCOG, CONNCT, TEXOMA, FWRRS
8M	8000000	8999999	LRGVDC, LCRA
9M	9000000	9999999	PBRPC, RGCG
10M	10000000	10999999	GATRRS, GCRPC, CAPCOG, CTCOG, HOTCOG
11M	11000000	11999999	STDC, MRGDC, GATRRS
12M	12000000	12999999	CVCOG, WTCOG, NORTEX

13M	13000000	13999999	Reserved for system level temporary usage (ISSI)
14M	14000000	14999999	PRPC, SPAG
15M	15000000	15999999	Unallocated
16M	16000000	16077700	Unallocated

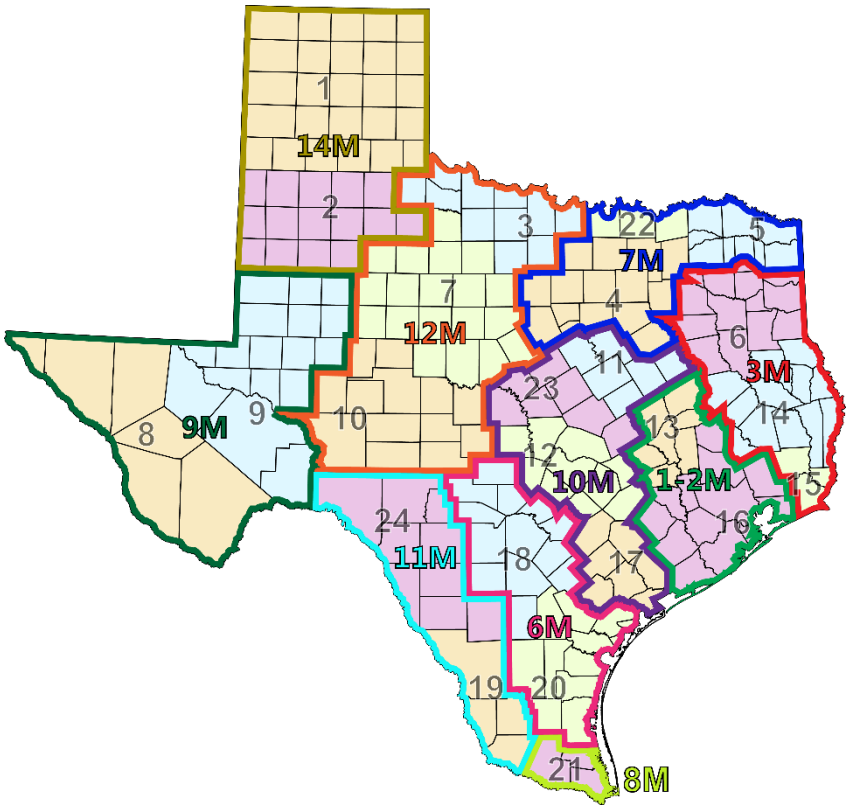
Range Allocation Descriptions

- **Legacy "0M"** – This is the range used by systems prior to or instead of the unique range allocation approach. These IDs are only 7 digits in length and lead with a "0" or null characters. This range is uncoordinated.
- **1M Range** – These IDs are used by the Harris County TxWARN system and are allocated to cities and counties in the Harris-Galveston Area Council (HGAC) COG. The range is fully allocated and in active use on TxWARN.
- **2M Range** – This range is used by the Brazos Valley Council of Governments (BVCOG), the Brazos Valley Wireless Access Communications System (BVWACS), the East Texas Medical Center (ETMC) and the Metropolitan Transit Authority (MTA). Some ranges are in active use on TxWARN.
- **3M Range** – The 3M IDs are allocated to the East Texas COG (ETCOG), Deep Texas COG (DETCOG) and South East Texas Regional Planning Commission (SETRPC).
- **5M Range** – Texas DPS manages this range which is allocated to TxDPS, other Texas State Agencies, Tribal Agencies, and Federal Agencies (all).
- **6M Range** – The 6M Range is allocated to the Alamo Area Council of Governments (AACOG), supporting the greater San Antonio region, and Coastal Bend COG, (CBCOG), supporting a vulnerable part of the Gulf Coast. Part of this allocation geographically overlaps with LCRA range 8M.
- **7M Range** – The 7M Range is allocated to the North Central region surrounding the Dallas/Fort Worth area, North Central Texas COG (NCTCOG), the Ark-Tex COG (ATCOG) and the Texoma Council of Governments (TEXOMA). Primary ID range and coordination is provided by the CONNCT consortium and the Fort Worth Regional Radio System (FWRRS).
- **8M Range** – The 8M range is allocated to the LCRA P25 system and the Lower Rio Grande Valley Development Council (LRGVDC).
- **9M Range** – The Rio Grande Council of Governments (RGCG) and Permian Basin Regional Planning Commission (PBRPC) have split this range into equal parts.
- **10M Range** – The 10M range begins the 8-digit IDs. The range has been allocated to the Central Texas COG (CTCOG), Heart of Texas COG (HOTCOG), Capital Area COG (CAPCOG), the Greater Austin Travis Regional Radio System (GATRRS), and the Golden Crescent Regional Planning Commission (GCRPC). Two counties, Karnes and Wilson from AACOG have also been allocated to this range.
- **11M Range** – The 11M range is allocated to the South Texas Development Council (STDC) and the Middle Rio Grande Development Council (MRGDC) with county by county allocations.
- **12M Range** – Concho Valley COG (CVCOG), Nortex Regional Planning Commission (NORTEX) and West Central Texas COG (WCTCOG)

- **13M Range** – For temporary system use, including ISSI roaming.
- **14M Range** – The 14M range is allocated to the northern parts of the state, accommodating the Panhandle Regional Planning Commission (PRPC) and the South Plains Association of Governments (SPAG).

  Note: The 4M, 13M, 15M and 16M ranges remain unallocated.

Coordinated P25 ID Allocations by COG



Notes & Assumptions

The following notes and assumptions are provided to explain the source and status of the Current Range table presented below.

- **Process Applies to ID Range Allocations** – This process has been developed to coordinate the assignment of the ID Ranges, rather than the activation of IDs into a device for operation on P25 Network(s).
  - Many system owners provide and support both functions
  - Only system owners can authorize operation/Unit ID activations
- **Subject to Change** – The range allocations will be updated and further defined by various stakeholder entities. Please contact the Texas SWIC Office for most current view.
- **Levels of Implementation Varies** – Some ranges are fully implemented and support thousands of operating radios, some ranges have not been implemented beyond this allocation document.
- **Please Submit Corrections & Suggestions** – Should you have a need for a range allocation or you have an update to this suggested approach, please contact the Texas SWIC Office.

4. VHF 150 MHz Channels – SPECIFIC GUIDELINES

The VHF channels described in Table 4.2 are licensed for simplex or half-duplex operation as indicated. These may be used in accordance with regional interoperability plans. Table 4.1 includes the recommended "short list" of VHF interoperable channels.

All channels may be used in conjunction with a temporary patch or temporary gateway connection, provided that they do not cause interference. **None of the interoperability channels may be used for routine dispatch operations.**

Note the following:

- Table 4.1 outlines the recommended short list of VHF channels that all Texas public safety agencies should program into their VHF capable radios. For radios with limited channel capacity, these channels may be the only ones programmed. For larger-capacity radios, it is recommended that these channels be programmed into the **first VHF** zone in the radio.
    - With larger channel capacity radios, where possible, it is also recommended that other VHF zones are populated in numerical order, regardless of discipline association. (e.g. VFIRE24, VFIRE25, VFIRE26, VMED28, VMED29, VLAW31, VLAW32, etc.)
    - Users should also be aware that even though some channels have a discipline associated with the name (LAW, FIRE, MED, etc.), ALL disciplines can still use those channels when specified by the COML or incident commander.
- The VHF interoperability channels VCALL10 through TXCALL2D are identified for interoperability use within Texas. The channel VCALL10 is designated by this plan as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical channels, except where designed for use with state and federal aircraft ONLY, are identified by this plan as multi-discipline, multi-agency public safety interoperability tactical channels for all public safety agencies and other signatories to the MOU associated with this channel plan. The tactical channels may be used for day-to-day agency operations, secondary to users at higher priority incidents requiring interoperability. Additionally, these channels can only be used in the manner intended with this plan. Using them for local repeater inputs or outputs is not allowable.
- At large incidents, all of the tactical channels including those that are identified by discipline (Law, Fire, and Med) may be assigned by the on-incident commander as needed without regard to discipline.
- **VFIRE26 is designated for tactical Ground-to-Air/Air-to-Ground communications with State and Federal aircraft ONLY.**
- **VMED28, in addition to being a medical tactical and mutual aid channel, is also designated for Ground-to-Air communications with EMS helicopters and other aircraft that may be assigned to an incident or event.**

- TXCALL1D will be used as a calling channel for mobile-to-mobile applications. This will provide a common channel for an interagency/inter-discipline mobile to call another mobile, especially while in travel status. It is recommended for all VHF mobile radios to have this calling channel programmed into them and have the ability to be monitored while in scan mode.

- TXCALL2D is designated as a Calling Channel for state and federal aircraft to/from a base station.

- Mobile Command Posts (MCPs) should monitor VCALL10 at all times when in Operation. They should have equipment to transmit and receive all VHF interoperable simplex and repeater channels.

- National standards for interoperability channel names have been adopted so that all public safety equipment has s a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in the Tables below and all participating agencies must use these labels.

- Federal agency channels identified in tables 4.4 and 4.5 should only be used per the guidelines listed in pages 18 – 19 of this document.

Table 4.1: Recommended Short List of VHF Interoperability Channels for Texas Public Safety Agencies

- To enable efficient and effective use of interoperability channels when multiple disciplines and jurisdictions respond to an incident, it is recommended that this short list of channels be the first channels programmed into VHF radios.
- For agencies with radios that are limited to 16 channels, these may be the only channels programmed.
- For radios with larger channel capacity, it is recommended that these 16 channels be programmed into the first VHF zone, and the channels on the following tables to be programmed in remaining available zones.

Ch #	Label (Channel Name / Trunked Radio System Talkgroup)	RX Freq	RX Tone/NAC	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	VCALL10	155.7525	156.7	155.7525	156.7	A	Calling Channel
2	VTAC11	151.1375	156.7	151.1375	156.7	A	Generic Public Safety Tactical
3	VTAC12	154.4525	156.7	154.4525	156.7	A	Generic Public Safety Tactical
4	VTAC13	158.7375	156.7	158.7375	156.7	A	Generic Public Safety Tactical
5	VTAC14	159.4725	156.7	159.4725	156.7	A	Generic Public Safety Tactical
6	VFIRE21	154.2800	156.7	154.2800	156.7	A	Fire Tactical
7	VFIRE22	154.2650	156.7	154.2650	156.7	A	Fire Tactical
8	VFIRE23	154.2950	156.7	154.2950	156.7	A	Fire Tactical
9	VFIRE26	154.3025	156.7	154.3025	156.7	A	Fire Tactical and Air-to-Ground with State & Federal Aircraft ONLY
10	VMED28	155.3400	156.7	155.3400	156.7	A	Medical Tactical & Air-to-Ground with Medical Aircraft
11	VMED29	155.3475	156.7	155.3475	156.7	A	Medical Tactical
12	VLAW31	155.4750	156.7	155.4750	156.7	A	Law Enforcement Tactical
13	VLAW32	155.4825	156.7	155.4825	156.7	A	Law Enforcement Tactical
14	TXCALL1D	154.950	156.7	154.950	156.7	A	Generic Mobile Calling Channel
15	TXCALL2D	155.370	156.7	155.370	156.7	A	Flight-following and Air-to-Ground with State/Federal Aircraft ONLY
16	VTAC36	151.1375	156.7	159.4725	136.5	A	Generic Public Safety Repeater (Preferred 1 VHF)

Table 4.2: Complete list of VHF 150 MHz Simplex Interoperability Channels (12.5 kHz)

Emission Designator 11K2F3E

Mobile and Portable Configuration*					
Label	**Receive**	**Transmit**	**Station Class**	**CTCSS RX /TX**	**Use**
VCALL10	155.7525	155.7525	FBT / MO	156.7 / 156.7	Calling Channel
VTAC11	151.1375	151.1375	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC12	154.4525	154.4525	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC13	158.7375	158.7375	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC14	159.4725	159.4725	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC17[4]	161.8500	157.2500	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC17D[5]	161.8500	161.8500	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE21	154.2800	154.2800	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE22	154.2650	154.2650	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE23	154.2950	154.2950	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE24	154.2725	154.2725	FBT / MO	156.7/ 156.7	Tactical Channel
VFIRE25	154.2875	154.2875	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE26	154.3025	154.3025	FBT / MO	156.7 / 156.7	Tactical Channel (for Air-to-Ground with state/federal Aircraft ONLY)
VMED28	155.3400	155.3400	FBT / MO	156.7 / 156.7	Tactical Channel (and for Air-to-Ground use)
VMED29	155.3475	155.3475	FBT / MO	156.7 / 156.7	Tactical Channel
VLAW31	155.4750	155.4750	FBT / MO	156.7 / 156.7	Tactical Channel
VLAW32	155.4825	155.4825	FBT / MO	156.7 / 156.7	Tactical Channel
TXCALL1D	154.9500	154.9500	FBT / MO	**156.7 / 156.7**	Mobile-to-Mobile Calling Channel
TXCALL2D	155.3700	155.3700	FBT / MO	**156.7 / 156.7**	Primary: Flight following between State and Federal aircraft. Secondary: Air-to-Ground for State/Federal Aircraft

[4] **Allowable use for VTAC17 and VTAC17D:** Base stations: 50 watts max, antenna HAAT 400 feet max. Mobile stations: 20 watts max, antenna HAAT 15 feet max. These channels are for tactical use and may not be operated on board aircraft in flight. These channels use narrowband FM and are available only in certain inland areas at least 100 miles from a major waterway. These channels use the same frequencies as VHF Marine channel 25, which uses wideband FM. Use only in authorized counties listed below. In these authorized areas, interoperability communications have priority over grandfathered public coast and public safety licensees.

[5] **VTAC17 and VTAC17D may ONLY be used in the following counties:** Andrews Armstrong Bailey Borden Brewster Briscoe Callahan Carson Castro Childress Cochran Coke Collingsworth Concho Cottle Crane Crockett Crosby Culberson Dallam Dawson Deaf Dickens Donley Ector Edwards El Paso Fisher Floyd Gaines Garza Glasscock Gray Hale Hall Hansford Hartley Haskell Hockley Howard Hudspeth Hutchinson Irion Jeff Davis Jones Kent Kimble King Kinney Knox Lamb Lipscomb Loving Lubbock Lynn Martin McCulloch Menard Midland Mitchell Moore Motley Nolan Ochiltree Oldham Parmer Pecos Potter Presidio Randall Reagan Reeves Roberts Runnels Schleicher Scurry Sherman Sterling Stonewall Sutton Swisher Taylor Terrell Terry Tom Green Upton Val Verde Ward Wheeler Winkler Yoakum **(extracted from the National Interoperability Field Operations Guide** https://www.dhs.gov/national-interoperability-field-operations-guide)

Table 4.3: VHF 150 MHz Repeater Pair Interoperability Channel Configuration (12.5 kHz)[6][7]

Emission Designator 11K2F3E

When assigning repeater channels, be aware that the VTAC33-38 repeater pairs are made up of various combinations of the simplex channels VTAC11, VTAC12, VTAC13 and VTAC14. Attention must be given to avoid assigning overlapping repeater channels and those simplex channels on the same incident or nearby incident.

CTCSS tone programming for VHF frequencies must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by January 2020.

Label	Receive	Transmit	Station Class	CTCSS RX /TX	Use
NOTE: The sub-audible tones of the following are different from simplex programming!					
Mobile and Portable Configuration					
VTAC33	159.4725	151.1375	FBT / MO	**156.7 / 136.5**	Tactical Repeater **Secondary 1**
VTAC34	158.7375	154.4525	FBT / MO	**156.7 / 136.5**	Tactical Repeater **Secondary 2**
VTAC35	159.4725	158.7375	FBT / MO	**156.7/ 136.5**	Tactical Repeater **Secondary 3**
VTAC36[8]	151.1375	159.4725	FBT / MO	**156.7 / 136.5**	Tactical Repeater **Preferred 1**
VTAC37	154.4525	158.7375	FBT / MO	**156.7 / 136.5**	Tactical Repeater **Preferred 2**
VTAC38	158.7375	159.4725	FBT / MO	**156.7 / 136.5**	Tactical Repeater **Preferred 3**
Repeater / Base Configuration					
VTAC33	151.1375	159.4725	FB2T	**136.5 / 156.7**	Tactical Repeater **Secondary 1**
VTAC34	154.4525	158.7375	FB2T	**136.5 / 156.7**	Tactical Repeater **Secondary 2**
VTAC35	158.7375	159.4725	FB2T	**136.5 / 156.7**	Tactical Repeater **Secondary 3**
VTAC36[8]	159.4725	151.1375	FB2T	**136.5 / 156.7**	Tactical Repeater **Preferred 1**
VTAC37	158.7375	154.4525	FB2T	**136.5 / 156.7**	Tactical Repeater **Preferred 2**
VTAC38	159.4725	158.7375	FB2T	**136.5 / 156.7**	Tactical Repeater **Preferred 3**

[6] VTAC33-38 recommended for deployable tactical repeater use only (FCC Station Class FB2T). VTAC36-38 are preferred; VTAC33-35 should be used only when necessary due to interference.

[7] In an emergency, additional Department of Defense VHF Repeater Channels (below 150.8 MHz) can be made available through coordination with the Communications Coordination Group (CCG). Please contact the CCG through your local Disaster District Committee. Alternate contact information is: ccg@dps.texas.gov and 512-424-2755.

[8] VTAC36 repeater pair is the preferred repeater configuration for usage in Texas.

NEW! Table 4.4: Federal Agency VHF Incident Response Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC *	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	NC 1	169.5375	CSQ	164.7125	167.9	A	Incident Calling
2	IR 1	170.0125	CSQ	165.2500	167.9	A	Incident Command
3	IR 2	170.4125	CSQ	165.9625	167.9	A	Medical Evacuation Control
4	IR 3	170.6875	CSQ	166.5750	167.9	A	Logistics Control
5	IR 4	173.0375	CSQ	167.3250	167.9	A	Interagency Convoy
6	IR 5	169.5375	CSQ	169.5375	167.9	A	Incident Calling – Direct for NC 1
7	IR 6	170.0125	CSQ	170.0125	167.9	A	Incident Command – Direct for IR 1
8	IR 7	170.4125	CSQ	170.4125	167.9	A	Medical Evacuation Control – Direct for IR 2
9	IR 8	170.6875	CSQ	170.6875	167.9	A	Logistics Control – Direct for IR 3
10	IR 9	173.0375	CSQ	173.0375	167.9	A	Interagency Convoy – Direct for IR 4

Default operation should be carrier squelch receive, CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed how and when to enable/disable. All channels on this page are NARROWBAND only.

NEW! Table 4.5: Federal Agency VHF Law Enforcement Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC *	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	LE A	167.0875	CSQ	167.0875	167.9 Tx, CSQ Rx	A	Calling
2	LE 1	167.0875	CSQ	162.0875	167.9 Tx, CSQ Rx	A	Tactical
3	LE 2	167.2500	$68F ($1679_{10}$)	162.2625	$68F ($1679_{10}$)	D	Tactical
4	LE 3	167.7500	$68F ($1679_{10}$)	162.8375	$68F ($1679_{10}$)	D	Tactical
5	LE 4	168.1125	$68F ($1679_{10}$)	163.2875	$68F ($1679_{10}$)	D	Tactical
6	LE 5	168.4625	$68F ($1679_{10}$)	163.4250	$68F ($1679_{10}$)	D	Tactical
7	LE 6	167.2500	$68F ($1679_{10}$)	167.2500	$68F ($1679_{10}$)	D	Tactical – Direct for LE2
8	LE 7	167.7500	$68F ($1679_{10}$)	167.7500	$68F ($1679_{10}$)	D	Tactical – Direct for LE3
9	LE 8	168.1125	$68F ($1679_{10}$)	168. 1125	$68F ($1679_{10}$)	D	Tactical – Direct for LE4
10	LE 9	168.4625	$68F ($1679_{10}$)	168.4625	$68F ($1679_{10}$)	D	Tactical – Direct for LE5

CTCSS on receive only if user selectable; else CSQ. **See "Conditions for Use of Federal Entity Interoperability Channels" on pages 18 – 19 of this document.** All channels on this page are NARROWBAND only.

5. UHF 450 MHz Channels – SPECIFIC GUIDELINES

The eight UHF channels described in Table 5.1 may be used in accordance with regional interoperability plans. However, users should recognize that in-coming resources from out-of-region may not yet be equipped with these channels.

All channels may be used in conjunction with a temporary patch or temporary gateway connection provided they do not cause interference. None of the interoperability channels may be used for routine dispatch operations. For UHF interoperability, the four repeater channels (with direct) described in Table 5.1 below will be used.

Note the following:

- The UHF interoperability channels UCALL40 through UTAC43 are identified for interoperability use within Texas. The channel UCALL40 is designated by this plan as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.

- The tactical channels UTAC41 through UTAC43 are identified by this plan as multi-discipline, multi-agency public safety interoperability tactical channels for all public safety agencies and other signatories to the MOU associated with this channel plan. The tactical channels may be used as day-to-day emergency operations channels, secondary to users at higher priority incidents requiring interoperability. Additionally, these channels can only be used in the manner intended with this plan. Using them for local repeater inputs or outputs is not allowable.

- At large incidents, all tactical channels may be assigned by the on-incident commander as needed without regard to discipline.

- The channels UCALL40 and UCALL40D are designated as multi-discipline, multi-agency public safety interoperability calling channels for all public safety agencies and other signatories to the MOU associated with this channel plan.

- The UCALL40 channels are designated for interoperable UHF communications between mobile/portable radios and base stations, temporary base stations and incident commander.

- The tactical repeater channels UTAC41 – UTAC43 and talk-around channels UTAC41D-UTAC43D should be assigned by the incident commander.

- National standards for interoperability channel names have been adopted so that all public safety equipment has s a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in Table 5.1 and all participating agencies must use these labels.

- Federal agency channels identified in tables 5.2 and 5.3 should only be used per the guidelines listed in pages 18 – 19 of this document.

Table 5.1: UHF 450 MHz Interoperability Channels (12.5 kHz)

Emission Designator 11K2F3E

CTCSS tone programming for UHF channels must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020.**

Label	Receive	Transmit	Station Class	CTCSS RX/TX	Use
Mobile and Portable Configuration					
UCALL40	453.2125	458.2125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
UCALL40D	453.2125	453.2125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
UTAC41	453.4625	458.4625	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC41D	453.4625	453.4625	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
UTAC42	453.7125	458.7125	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC42D	453.7125	453.7125	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
UTAC43	453.8625	458.8625	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC43D	453.8625	453.8625	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
Repeater / Base Configuration					
UCALL40	458.2125	453.2125	FB2T	156.7 / 156.7	Mobile Command Post Calling Channel Base
UTAC41	458.4625	453.4625	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels
UTAC42	458.7125	453.7125	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels
UTAC43	458.8625	453.8625	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels

NEW! Table 5.2: Federal Agency UHF Incident Response Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	NC 2	410.2375	CSQ	419.2375	167.9	A	Incident Calling
2	IR 10	410.4375	CSQ	419.4375	167.9	A	Ad hoc assignment
3	IR 11	410.6375	CSQ	419.6375	167.9	A	Ad hoc assignment
4	IR 12	410.8375	CSQ	419.8375	167.9	A	SAR Incident Command
5	IR 13	413.1875	CSQ	413.1875	167.9	A	Ad hoc assignment
6	IR 14	413.2125	CSQ	413.2125	167.9	A	Interagency Convoy
7	IR 15	410.2375	CSQ	410.2375	167.9	A	Incident Calling – Direct for NC 2 Calling
8	IR 16	410.4375	CSQ	410.4375	167.9	A	Ad hoc assignment – Direct for IR 10
9	IR 17	410.6375	CSQ	410.6375	167.9	A	Ad hoc assignment – Direct for IR 11
10	IR 18	410.8375	CSQ	410.8375	167.9	A	SAR Incident Command - Direct for IR 12

Default operation should be carrier squelch receive, CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed how and when to enable/disable. All channels on this page are NARROWBAND only.

NEW! Table 5.3: Federal Agency UHF Law Enforcement Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC*	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	LE B	414.0375	CSQ	414.0375	167.9	A	Calling
2	LE 10	409.9875	CSQ	418.9875	167.9	A	Tactical
3	LE 11	410.1875	$68F ($1679_{10}$)	419.1875	$68F ($1679_{10}$)	D	Tactical
4	LE 12	410.6125	$68F ($1679_{10}$)	419.6125	$68F ($1679_{10}$)	D	Tactical
5	LE 13	414.0625	$68F ($1679_{10}$)	414.0625	$68F ($1679_{10}$)	D	Tactical
6	LE 14	414.3125	$68F ($1679_{10}$)	414.3125	$68F ($1679_{10}$)	D	Tactical
7	LE 15	414.3375	$68F ($1679_{10}$)	414.3375	$68F ($1679_{10}$)	D	Tactical
8	LE 16	409.9875	$68F ($1679_{10}$)	409.9875	$68F ($1679_{10}$)	D	Tactical - Direct for LE 10 Analog
9	LE 17	410.1875	$68F ($1679_{10}$)	410. 1875	$68F ($1679_{10}$)	D	Tactical - Direct for LE 11
10	LE 18	410.6125	$68F ($1679_{10}$)	410.6125	$68F ($1679_{10}$)	D	Tactical - Direct for LE 12

CTCSS on receive only if user selectable; else CSQ. **See "Conditions for Use of Federal Entity Interoperability Channels" on pages 18 – 19 of this document.** All channels on this page are NARROWBAND only.

6. 700 MHz Channels – SPECIFIC GUIDELINES

For 700 MHz interoperability, the 32 repeater channels, with their associated 32 direct channels, are described in Table 6.1 below. Table 6.1 includes the corresponding Tactical Repeater Configuration. Table 6.1 includes the recommended "short list" of 700 MHz channels.

Note the following:

- 700 MHz interoperability channels are identified by the FCC for interoperability use within Texas. All fixed 700 MHz interoperable channel locations must be reviewed by the Office of the Texas SWIC prior to implantation. Some of these interoperable channels may already be licensed by multiple agencies for interoperability use throughout the state.

- All 700 MHz interoperability channels are to be used as multi-discipline, multi-agency public safety interoperability calling channels for all public safety agencies and other signatories to the MOU associated with this channel plan. These channels are designated for interoperable 700 MHz communications between mobile/portable radios and base stations, temporary base stations, and on-incident incident commander.

- Table 6.1 outlines the recommended short list of 700 MHz channels that all Texas public safety agencies should program in their 700 MHz capable radios. For radios with limited channel capacity, these channels may be the only ones programmed. For larger-capacity radios, it is recommended that these channels be programmed into the **first** 700MHz zone in the radio.

    - Where possible, it is also recommended that additional 700MHz zones are populated in numerical order, with Direct channels following their associated repeater channel, regardless of discipline association. (E.g. 7LAW62D,7FIRE63, 7FIRE63D, 7FIRE64, 7FIRE64D, 7MED65, 7MED65D)

        - Numerical order programming should continue through additional zones as local agencies are able and interested in programming all 700 MHz channels in their radios.

    - Users should also be aware that even though some channels have a discipline associated with the name (LAW, FIRE, MED, etc.), ALL disciplines can still use that channel when specified by the COML or incident commander.

- The tactical repeater channels and direct channels identified in Table 6.2 should be assigned on-incident by the incident commander.

- 700 MHz channels with a "+" indicated in the "Use" column should not be used within 70 miles of the US / Mexico border.

- National standards for interoperability channel names have been adopted so that all public safety equipment has s a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in the Tables below and all participating agencies must use these labels.

Table 6.1: Recommended SHORT List 700 MHz Interoperability Channels for Texas Public Safety Agencies

To enable efficient use of channels when multiple disciplines and jurisdictions respond to an incident, it is recommended that this short list of channels be the first channels programmed into 700 MHz radios. For agencies with radios that are limited to 16 channels, these may be the only channels programmed. For radios with larger channel capacity, it is recommended that these 16 channels be programmed into the first 700 MHz zone, and the channels on the following tables to be programmed in remaining available zones.

Mobile and Portable Configuration					
Label	**Receive**	**Transmit**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7CALL50	769.24375	799.24375	FB2T	$293 / 659	Temporary Calling Channel Repeater
7CALL50D	769.24375	769.24375	FBT / MO	$293 / 659	Calling Channel (Direct)
7TAC51	769.14375	799.14375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC51D	769.14375	769.14375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC52	769.64375	799.64375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC52D	769.64375	769.64375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC53	770.14375	800.14375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC53D	770.14375	770.14375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC54	770.64375	800.64375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC54D	770.64375	770.64375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC55	769.74375	799.74375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC55D	769.74375	769.74375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC56	770.24375	800.24375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC56D	770.24375	770.24375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7GTAC57	770.99375	800.99375	FB2T	$293 / 659	Temporary Tactical Repeater
7GTAC57D	770.99375	770.99375	FBT / MO	$293 / 659	Tactical Channel (Direct)

Table 6.2: 700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	**Receive**	**Transmit**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7CALL50	769.24375	799.24375	FB2T / MO	$293 / 659	Calling Channel
7CALL50D	769.24375	769.24375	FBT / MO	$293 / 659	Calling Channel (Direct)
7TAC51	769.14375	799.14375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC51D	769.14375	769.14375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC52	769.64375	799.64375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC52D	769.64375	769.64375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC53	770.14375	800.14375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC53D	770.14375	770.14375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC54	770.64375	800.64375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC54D	770.64375	770.64375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC55	769.74375	799.74375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC55D	769.74375	769.74375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC56	770.24375	800.24375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC56D	770.24375	770.24375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7GTAC57	770.99375	800.99375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7GTAC57D	770.99375	770.99375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7MOB59	770.89375	800.89375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7MOB59D	770.89375	770.89375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7LAW61	770.39375	800.39375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7LAW61D	770.39375	770.39375	FBT / MO	$293 / 659	Tactical Channel (Direct)

Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	**Receive**	**Transmit**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7LAW62	770.49375	800.49375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7LAW62D	770.49375	770.49375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7FIRE63	769.89375	799.89375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7FIRE63D	769.89375	769.89375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7FIRE64	769.99375	799.99375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7FIRE64D	769.99375	769.99375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7MED65	769.39375	799.39375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7MED65D	769.39375	769.39375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7MED66	769.49375	799.49375	FB2T / MO	$293 / 659	Tactical Repeater Channel
7MED66D	769.49375	769.49375	FBT / MO	$293 / 659	Tactical Channel (Direct)
7DATA69	770.74375	800.74375	FB2T / MO	$293 / 659	Tactical Data Repeater Channel
7DATA69D	770.74375	770.74375	FBT / MO	$293 / 659	Tactical Data Channel (Direct)
7CALL70	773.25625	803.25625	FX1T / MO	$293 / 659	Tactical Data Repeater Channel
7CALL70D	773.25625	773.25625	FBT / MO	$293 / 659	Tactical Data Channel (Direct)
7TAC71	773.10625	803.10625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7TAC71D	773.10625	773.10625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC72	773.60625	803.60625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7TAC72D	773.60625	773.60625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC73	774.10625	804.10625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7TAC73D	774.10625	774.10625	FBT / MO	$293 / 659	Tactical Channel (Direct)

Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	**Receive**	**Transmit**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7TAC74	774.60625	804.60625	FB2T / MO	$293 / 659	Tactical Repeater Channel
7TAC74D	774.60625	774.60625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC75	773.75625	803.75625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7TAC75D	773.75625	773.75625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7TAC76	774.25625	804.25625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7TAC76D	774.25625	774.25625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7GTAC77	774.85625	804.85625	FB2T / MO	$293 / 659	Tactical Repeater Channel
7GTAC77D	774.85625	774.85625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7MOB79	774.50625	804.50625	FB2T / MO	$293 / 659	Tactical Repeater Channel
7MOB79D	774.50625	774.50625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7LAW81	774.00625	804.00625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7LAW81D	774.00625	774.00625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7LAW82	774.35625	804.35625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7LAW82D	774.35625	774.35625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7FIRE83	773.50625	803.50625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7FIRE83D	773.50625	773.50625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7FIRE84	773.85625	803.85625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7FIRE84D	773.85625	773.85625	FBT / MO	$293 / 659	Tactical Channel (Direct)

Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Mobile and Portable Configuration					
Label	**Receive**	**Transmit**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7MED86	773.00625	803.00625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7MED86D	773.00625	773.00625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7MED87	773.35625	803.35625	FB2T / MO	$293 / 659	Tactical Repeater Channel+
7MED87D	773.35625	773.35625	FBT / MO	$293 / 659	Tactical Channel (Direct)
7DATA89	774.75625	804.75625	FB2T / MO	$293 / 659	Tactical Data Repeater Channel
7DATA89D	774.75625	774.75625	FBT / MO	$293 / 659	Tactical Data Channel (Direct)

NOTE: Channels with a “+” indicated in the “Use” column should not be used within 70 miles of the US / Mexico Border.

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Table 6.3: 700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Temporary Calling Channel / Tactical Repeater Configuration					
Label	**Transmit**	**Receive**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7CALL50	769.24375	799.24375	FB2T	$293 / 659	Temporary Calling Channel Repeater
7TAC51	769.14375	799.14375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC52	769.64375	799.64375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC53	770.14375	800.14375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC54	770.64375	800.64375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC55	769.74375	799.74375	FB2T	$293 / 659	Temporary Tactical Repeater
7TAC56	770.24375	800.24375	FB2T	$293 / 659	Temporary Tactical Repeater
7GTAC57	770.99375	800.99375	FB2T	$293 / 659	Temporary Tactical Repeater
7MOB59	770.89375	800.89375	FB2T	$293 / 659	Temporary Tactical Repeater
7LAW61	770.39375	800.39375	FB2T	$293 / 659	Temporary Tactical Repeater
7LAW62	770.49375	800.49375	FB2T	$293 / 659	Temporary Tactical Repeater
7FIRE63	769.89375	799.89375	FB2T	$293 / 659	Temporary Tactical Repeater
7FIRE64	769.99375	799.99375	FB2T	$293 / 659	Temporary Tactical Repeater
7MED65	769.39375	799.39375	FB2T	$293 / 659	Temporary Tactical Repeater
7MED66	769.49375	799.49375	FB2T	$293 / 659	Temporary Tactical Repeater
7DATA69	770.74375	800.74375	FB2T	$293 / 659	Temporary Tactical Data Repeater
7CALL70	773.25625	803.25625	FB2T	$293 / 659	Temporary Calling Channel
7TAC71	773.10625	803.10625	FB2T	$293 / 659	Temporary Tactical Repeater+
7TAC72	773.60625	803.60625	FB2T	$293 / 659	Temporary Tactical Repeater+
7TAC73	774.10625	804.10625	FB2T	$293 / 659	Temporary Tactical Repeater+
7TAC74	774.60625	804.60625	FB2T	$293 / 659	Temporary Tactical Repeater

Table 6.3 (cont.)
700 MHz Interoperability Channels (12.5 kHz)

Emission Designator 8K10F1E

Temporary Calling Channel / Tactical Repeater Configuration					
Label	**Transmit**	**Receive**	**Station Class**	**P25 NAC Hex/Dec**	**Use**
7TAC75	773.75625	803.75625	FB2T	$293 / 659	Temporary Tactical Repeater+
7TAC76	774.25625	804.25625	FB2T	$293 / 659	Temporary Tactical Repeater+
7GTAC77	774.85625	804.85625	FB2T	$293 / 659	Temporary Tactical Repeater
7MOB79	774.50625	804.50625	FB2T	$293 / 659	Temporary Tactical Repeater
7LAW81	774.00625	804.00625	FB2T	$293 / 659	Temporary Tactical Repeater+
7LAW82	774.35625	804.35625	FB2T	$293 / 659	Temporary Tactical Repeater+
7FIRE83	773.50625	803.50625	FB2T	$293 / 659	Temporary Tactical Repeater+
7FIRE84	773.85625	803.85625	FB2T	$293 / 659	Temporary Tactical Repeater+
7MED86	773.00625	803.00625	FB2T	$293 / 659	Temporary Tactical Repeater+
7MED87	773.35625	803.35625	FB2T	$293 / 659	Temporary Tactical Repeater+
7DATA89	774.75625	804.75625	FB2T	$293 / 659	Temporary Tactical Data Repeater

NOTE: Channels with a “+” indicated in the “Use” column should not be used within 70 miles of the US / Mexico Border.

NEW! Table 6.4: 700 MHz Interoperability Channels (12.5 kHz)
Air-to-Ground

Label	Mobile RX (MHz)	Mobile TX (MHz)	Use
7AG58	769.13125	799.13125	Air-Ground
7AG58D	769.13125	769.13125	Air-Ground
7AG60	769.63125	799.63125	Air-Ground
7AG60D	769.63125	769.63125	Air-Ground
7AG67	770.13125	800.13125	Air-Ground
7AG67D	770.13125	770.13125	Air-Ground
7AG68	770.63125	800.63125	Air-Ground
7AG68D	770.63125	770.63125	Air-Ground
7AG78	773.11875	803.11875	Air-Ground
7AG78D	773.11875	773.11875	Air-Ground
7AG80	773.61875	803.61875	Air-Ground
7AG80D	773.61875	773.61875	Air-Ground
7AG85	774.11875	804.11875	Air-Ground
7AG85D	774.11875	774.11875	Air-Ground
7AG88	774.61875	804.61875	Air-Ground
7AG88D	774.61875	774.61875	Air-Ground Landing Zone

* 7AG88D is recommended for **Landing Zone** use.

TX NAC: $293 (659 10). RX NAC $F7E (3966 10). These channels are reserved for air-ground communications to be used by low-altitude aircraft and ground based stations: See FCC rule 90.531(7). (i) Airborne use of these channels is limited to aircraft flying at or below **457 meters (1500 feet) above ground level.** (ii) **Aircraft are limited to 2 watts effective radiated power (ERP)** when transmitting while airborne on these channels. (iii) Aircraft may transmit on either the mobile or base transmit side of the channel pair. (iv) States are responsible for the administration of these channels. *These are NOT nationwide interoperability channels.*

7. 800 MHz Channels – SPECIFIC GUIDELINES

For 800 MHz interoperability, the repeater channels (with direct) described in Table 7.1 below will be used. Table 7.2 includes descriptions for use within the Border Area (rebanding).

Note the following:

- 800 MHz interoperability channels are identified by the FCC for interoperability use within Texas. Some of these interoperable channels may already be licensed by multiple agencies for interoperability use throughout the state.

- The channel 8CALL90 is designated as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.

- The tactical repeater channels 8TAC91 - 8TAC94 and talk-around channels 8TAC91D - 8TAC94D should be assigned on-incident by the incident commander.

- National standards for interoperability channel names have been adopted so that all public safety equipment has s a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in Tables 7.1 and 7.2 and all participating agencies must use these labels.

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Table 7.1: 800 NPSPAC Interoperability Channels (20 kHz)
Emission Designator 16K0F3E

CTCSS tone programming for 800 MHz channels must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020.**

Label	Receive	Transmit	Station Class	CTCSS RX/TX	Use
8CALL90	851.0125	806.0125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
8CALL90D	851.0125	851.0125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
8TAC91	851.5125	806.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC91D	851.5125	851.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC92	852.0125	807.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC92D	852.0125	852.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC93	852.5125	807.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC93D	852.5125	852.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC94	853.0125	808.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC94D	853.0125	853.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC95D	851.5500	851.5500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
8TAC96D	853.0500	853.0500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
8TAC97D	853.3500	853.3500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
Repeater / Base Configuration					
8CALL90	806.0125	851.0125	FB2T	156.7	Mobile Command Post Calling Channel Base
8TAC91	806.5125	851.5125	FB2T	156.7	Incident Temporary Repeater Channels
8TAC92	807.0125	852.0125	FB2T	156.7	
8TAC93	807.5125	852.5125	FB2T	156.7	
8TAC94	808.0125	853.0125	FB2T	156.7	

*These low-power mobile/portable channels may not be used in a repeater configuration nor patched with other channels through a gateway or patching device. ERP is limited to 20 watts and only mobile and portable operation is allowed. Base stations are not permitted.

Table 7.2: 800 NPSPAC Interoperability Channels (20 kHz)
<u>For Use within Border Area for Rebanding</u>

Emission Designator 16K0F3E

CTCSS tone programming for 800 MHz channels must be in compliance with the NIFOG version 1.6.1 and any subsequent revisions by **January 2020.**

Label TX / NIFOG*	Receive	Transmit	Station Class	CTCSS RX/TX	Use
8CALL / ICALL	866.0125	821.0125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
8CALLD / ICALLD	866.0125	866.0125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
8TAC1 / ITAC1	866.5125	821.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC1D / ITAC1D	866.5125	866.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC2 / ITAC2	867.0125	822.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC2D / ITAC2D	867.0125	867.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC3 / ITAC3	867.5125	822.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC3D / ITAC3D	867.5125	867.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC4 / ITAC4	868.0125	823.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC4D / ITAC4D	868.0125	868.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
Repeater / Base Configuration					
8CALL / ICALL	821.0125	866.0125	FB2T	156.7	Mobile Command Post Calling Channel Base
8TAC1 / ITAC1	821.5125	866.5125	FB2T	156.7	Incident Temporary Repeater Channels
8TAC2 / ITAC2	822.0125	867.0125	FB2T	156.7	
8TAC3 / ITAC3	822.5125	867.5125	FB2T	156.7	
8TAC4 / ITAC4	823.0125	868.0125	FB2T	156.7	

**TX naming convention preferred for Texas border region programming.*

8. Mobile Satellite (MSAT) Talkgroups – SPECIFIC GUIDELINES

Table 8.1 below lists statewide, regional, and national MSAT talkgroups for use by Texas public safety agencies. Texas has two statewide mutual aid talkgroups: TXSMRT and INAGY. **TXSMRT** is used for communication between **Texas public safety agencies and private sector partners**, and **INAGY is used by government agencies ONLY.**

The talkgroups designated as SMART/SMRT (Satellite Mutual Aid Radio Talkgroup) are for multi-agency coordination during large-scale events or disasters, potentially involving public safety agencies at the regional and national levels.
Each agency should determine which talkgroups are best suited for their agency's needs and purpose.

Table 8.1: Mobile Satellite Talkgroups

MSAT Talkgroup Name (7 char. Radio)	Legacy MSAT Talkgroup Name* (5 char. Radio)	Authorizing Agency	Agencies Supported	Use
00	00	DPS Operations	All Texas Public Safety and Private Sector Partners	Point-to-Point 4-digit DN call feature. No per-minute cost for DN calls
DPS1	DPS1	DPS Operations	DPS	Incident Command / Calling Channel
DPS2	DPS2	DPS Operations	DPS	DPS Daily Use
TFS1	TFS1	TFS EOC	TFS	TFS Daily Use
TEEX1	TEEX1	TEEX	TTF1, TTF2, Quick Response Force & Water	TEEX-TTF1 Search and Rescue Calling Channel
STRAC1	STRC1	STRAC Comms	STRAC and San Antonio Area Public Safety	STRAC Daily Use Calling Channel
STRAC2	STRC2	STRAC Comms	STRAC Regional	Regional Medical
INAGY	INAGY	TFS EOC	TFS and Texas Public Safety Agencies	Interagency Coordination (Texas only)
TXSMRT	TXSMT	DPS Operations	All Texas Public Safety and Private Sector Partners	Statewide Channel for Public and Private Sector
G-SMART	GSMRT	LA Homeland Security and Emergency Preparedness	Gulf Coast Regional Agencies	Gulf States Public Safety Mutual Aid Regional / National
SWSMART	SWSMT	Contra Costa (CA) Fire Protection District	Southwest Regional Agencies	Southwest Public Safety Mutual Aid
I-SMART	ISMRT	Seattle Public Utilities	Regional / National Agencies	Critical Infrastructure Mutual Aid
E-SMART	ESMRT	KY Dept. of Public Health	Regional / National Agencies	EMS Mutual Aid
F-SMART	FSMRT	Seattle Fire Dept.	Regional / National Agencies	Fire Service Mutual Aid

J-SMART	JSMRT	U.S. Dept. of Justice	All Gov't and Public Safety Regional / National Agencies	Public Safety Mutual Aid Regional
L-SMART	LSMRT	U. S. Marshals Service	All LE Regional / National Agencies	LE Enforcement Mutual Aid
U-SMART	USMRT	Montgomery Co. (MD) Fire & Rescue	All Urban Search and Rescue Regional / National Agencies	Urban Search and Rescue Mutual Aid
NPHST2	NPH	KY Dept. for Public Health	All Health Depts. and Medical Facilities Regional / National Agencies	Public Health Mutual Aid TG

* Abbreviated names are for older MSAT radios that have less than 7-character capacity for talkgroup names.

Obtaining Access to MSAT Talkgroups

To obtain access, please follow the process found at this link.
http://www.txdps.state.tx.us/LawEnforcementSupport/communications/interop/
Note: Authorization letters need to be obtained before scheduling on-air programming for the radios.

9. INTEROPERABILITY CROSS-BAND SYSTEMS – SPECIFIC GUIDELINES

Cross-band interconnection between radio equipment operating under state-licensed channels is authorized with three conditions:

- Cross-band operation is authorized as may be required to interconnect channels identified in this channel plan, and interconnect to other channels that may be required on a particular incident. On incidents, tactical channels and other local channels may be interconnected at the direction of the incident commander.

- Cross-band operation should conform to planning requirements, as established in a RICP, typically produced by a regional COG.

- Patching to/between interoperability tactical channels and local radio systems is permitted during incidents or events involving interagency personnel, if so directed by the incident commander. This is only allowed through concurrence from the system manager / dispatch center.

- 800 MHz NPSPAC (conventional) channels may be cross-banded with other interoperability channels. **Caution should be used when performing in-field cross-band connections with VHF/700/800 MHz trunked channels due to potential push-to-talk (PTT) delay**.

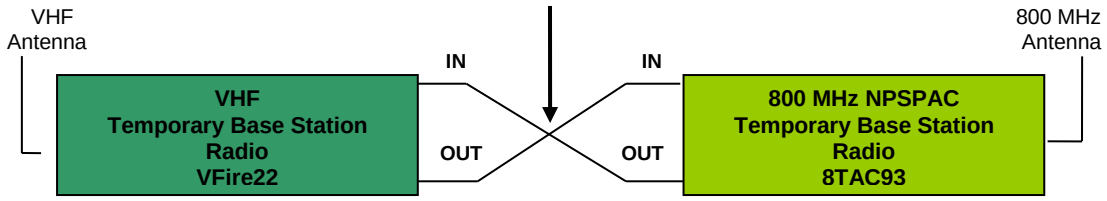
- Supervised gateways, console-initiated patching or cross-band repeating of tactical channels to tactical channels in other bands is permitted under positive control of a trained dispatcher or on-incident Communications Unit Leader (COML). A dispatcher or COML who establishes such a calling channel patch must be capable of disabling the patch in the event of unexpected or unacceptable interference on any of the patched calling channels.

Cross-band interconnections can be implemented in several ways:

9.1 Simple Cross-band Repeater

This approach interconnects two radios “back-to-back” such that received signals on either receiver are re-transmitted by the other transmitter.

FIGURE 9.1
AUDIO & PTT



Simple Cross-Band Repeater

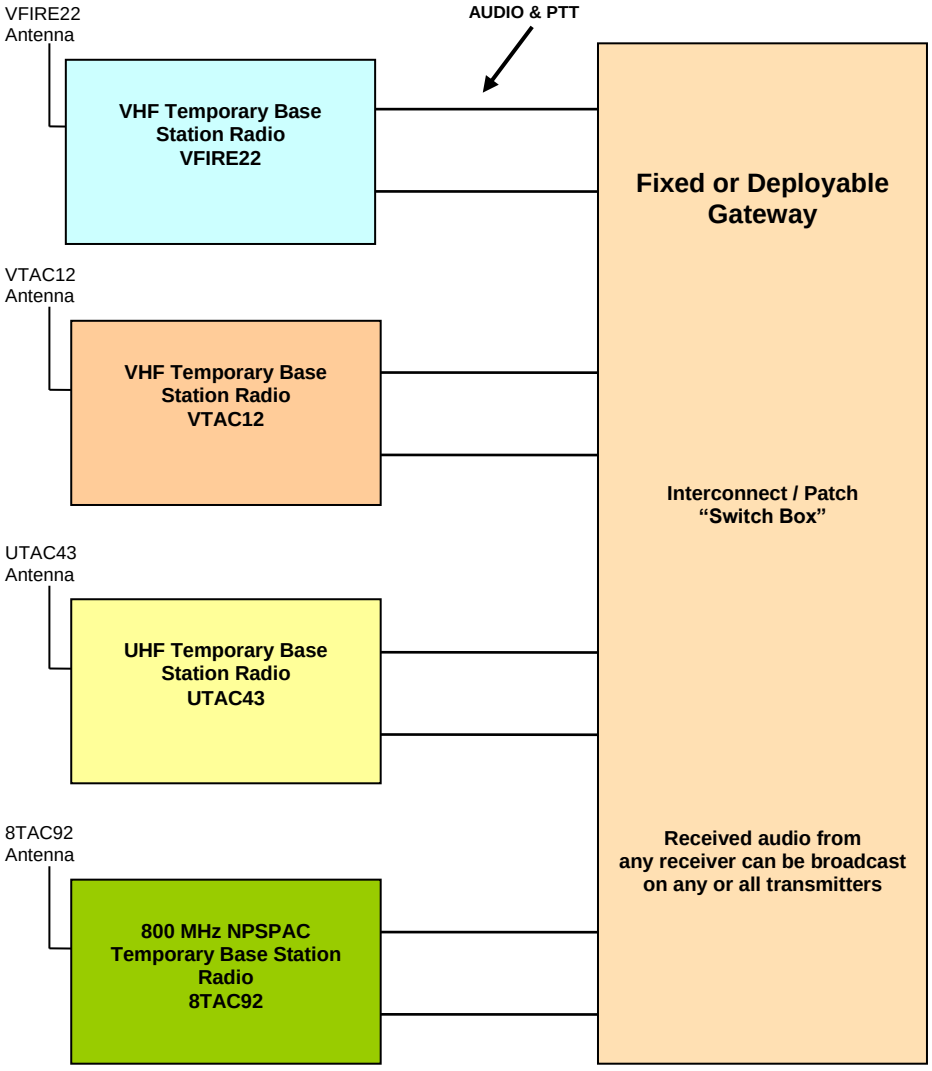
Operationally, the two channels selected will seem to be one channel, as long as all radio users are within the coverage “footprint” of the cross-band repeater and antennas. Some PTT delay should be expected. In this example, two tactical channels are interconnected to enable tactical communications between resources equipped with differing equipment.

9.2 Mobile Tactical Interconnect or Radio Interoperability Gateway

This approach interconnects several radios “back-to-back” so that received signals on any receiver are re-transmitted by all selected transmitters.

Operationally, all channels selected will seem to be one channel, as long as all radio users are within the coverage “footprint” of the antennas being used. Some PTT delay should be expected. In this example, several tactical channels are interconnected to enable tactical communications between resources equipped with differing equipment.

Figure 9.2

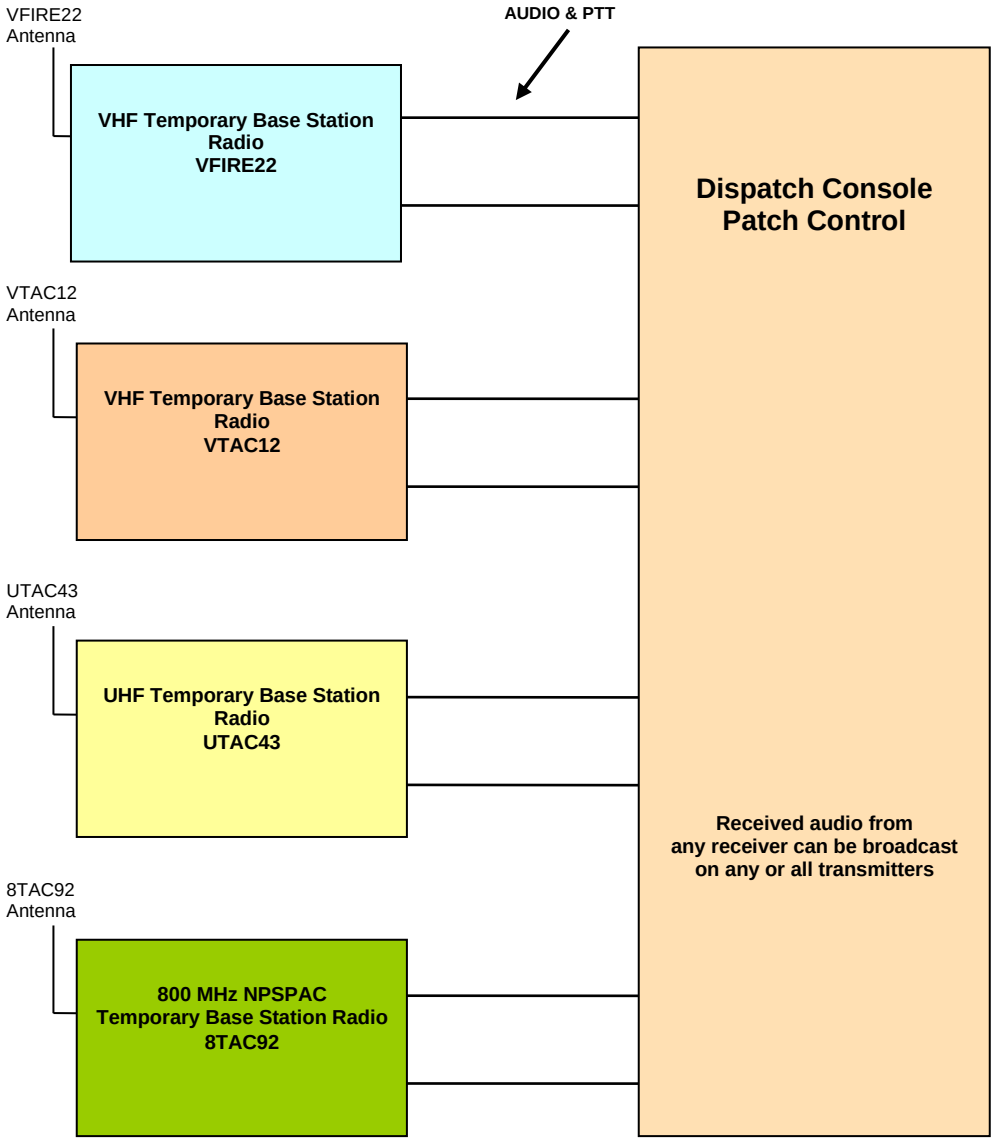


Mobile Tactical Interconnect or Radio Interoperability Gateway

9.3 Dispatch Console Patching

Console patching utilizes dispatch point base radios and the patching capability of a common console system to accomplish the same interconnections described above. However, in the case of console patching, all radio users must be within the coverage "footprint" of the base station antenna at the dispatch point. Some PTT delay should be expected. Operationally, all channels patched by the dispatcher will seem to be one channel.

Figure 9.3



Console Patch

Note that console patching at fixed-site base stations is not authorized under state licenses for interoperability channels. Such installations must be licensed separately.

10. LIST OF ACRONYMS

Abbreviation	Description
AACOG	Alamo Area Council of Governments
ATCOG	Ark-Tex Council of Governments
BER	Bit Error Rate
BVCOG	Brazos Valley Development Council
BVWACS	Brazos Valley Wireless Access Communications System
CA	California
CAI	Common Air Interface
CAPCOG	Capital Area Council of Governments
CBCOG	Coastal Bend Council of Governments
CCG	Communications Coordination Group
CFR	Code of Federal Regulations
COG	Council of Government
COM-L	Communications Leader
CTCOG	Central Council of Governments
CTCSS	Continuous Tone Coded Squelch System
CVCOG	Concho Valley Council of Governments
DETCOG	Deep East Texas Council of Governments
DFW	Dallas / Ft. Worth
DN	Directory Number
DPS	Department of Public Safety
EMS	Emergency Medical Service
ERP	Effective Radiated Power
ETCOG	East Texas Council of Governments
ETMC	East Texas Medical Center
FCC	Federal Communications Commission
GCRPC	Golden Crescent Regional Planning Commission
H-GAC	Houston-Galveston Area Council
HOTCOG	Heart of Texas Council of Governments
Hz	Hertz
ICS	Incident Command System
IRCIP	Immediate Radio Communications Interoperability Plan
IRWG	Interagency Radio Work Group
kHz	Kilohertz
KY	Kentucky
LA	Louisiana
LCRA	Lower Colorado River Authority
LE	Law Enforcement
LRGVDC	Lower Rio Grande Valley Development Council
MCPs	Mobile Command Posts
MHz	Megahertz
MD	Maryland
MOU	Memorandum of Understanding
MRGDC	Middle Rio Grande Development Council
MSAT	Mobile Satellite
MTA	Metropolitan Transit Authority

NAC	Network Access Codes
NCTCOG	North Central Texas Council of Governments
NIMS	National Incident Management System
NPSPAC	National Public Safety Planning Advisory Committee
NORTEX	Nortex Regional Planning Commission
NTIA	National Telecommunications and Information Administration
OPS	Operations
PBRPC	Permian Basin Regional Planning Commission
PRPC	Panhandle Regional Planning Commission
PSAP	Public Safety Answering Point
PTT	Push-To-Talk
RGCOG	Rio Grande Council of Governments
SCADA	Supervisory Control and Data Acquisition
SCIP	Statewide Communications Interoperability Plan
SETRPC	South East Texas Regional Planning Commission
SMART	Satellite Mutual Aid Radio Talkgroup
SPAG	South Plains Association of Governments
STDC	South Texas Development Council
STRAC	Southwest Texas Regional Advisory Council (Emergency Healthcare)
SWIC	Statewide Interoperability Coordinator
TCOG	Texoma Council of Governments
TFS	Texas A&M Forest Service
TFS EOC	Texas A&M Forest Service Emergency Operations Center
TDEM	Texas Division of Emergency Management
TEEX	Texas Engineering Extension Service (Training Academy)
TTF	Texas Task Force
TG	Talkgroup
TSIEC	Texas Statewide Interoperability Executive Committee
TxDPS	Texas Department of Public Safety
TxICC	Texas Interoperable Communications Coalition
UHF	Ultra High Frequency
VFD	Volunteer Fire Department
VHF	Very High Frequency
WCTCOG	West Central Texas Council of Governments

Commissioners Court - Regular Session **48.**

Meeting Date: 07/10/2018

Contract amendment for Geopliant - Crisistrack Software

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

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a change to the terms and conditions of the contract with Geopliant, Crisistrack software.

Background

This change will upgrade the current software to a full emergency management version, to allow for incident management components. It will also allow for the performance period to adjust from July to June to a period of November to October to better align with the county budget cycle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/27/2018 09:15 AM
Form Started By: Jarred Thomas		Started On: 06/25/2018 02:07 PM
Final Approval Date: 06/27/2018		

Geopliant, LLC

2831 Summerfield Rd
Falls Church, VA 22042

May 16, 2018

Mr. Jared Thomas
Emergency Management Coordinator
Williamson County Texas
P.O. Box 2659
Georgetown, TX 78627
Phone (512) 748-8269
Email: jthomas@wilco.org

RE: Amended Crisis Track License and Service Agreement

Mr. Thomas,

This letter will serve as the first amendment the contract between Crisis Track and the Williamson County Texas entered into as of 3/20/2017. The amendment will change the following items:

1. This amendment will change the product description and offering in Exhibit A from CTDM14 Disaster Management to CTEM15 All-Hazards Emergency Management

An updated Exhibit A is attached. All other terms and conditions of the Agreement shall remain in full force and effect. The Parties hereby ratify and confirm the Agreement, as herein amended.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date signed.

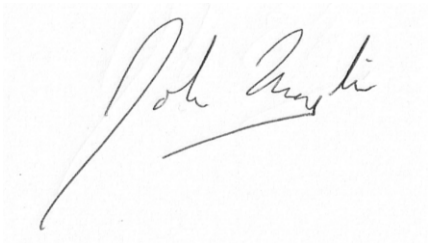
AGREED AND ACCEPTED: CUSTOMER:	AGREED AND ACCEPTED GEOPLIANT, LLC
	
By:_____ (Signature)	By:_____ (Signature)
By:_____ (Printed Name)	BY:__John Maylie_____ (Printed Name)
Title:_____	Title:_____President_____
Date:_____	Date:___May 16, 2017_____

Exhibit A: QUOTE

Williamson County Texas
Attention: Jarred Thomas
PO BOX 2659
GEORGETOWN TX 78627

Date
May 15, 2018

Expiry
Jun 30, 2018

Quote Number
QU-161175

Tax ID
461732464

Geopliant, LLC
2831 Summerfield Rd
FALLS CHURCH VA 22042
UNITED STATES

Item	Description	Quantity	Unit Price	Tax	Amount USD
CTEM15	Crisis Track for Emergency Management 500k - 750k. Crisis Track All Hazards Emergency Management provides software functionality for incident action planning, resource management, and situation reporting on emergency management incidents including disaster management, search and rescue, and oil spill / HAZMAT response. Crisis Track is a subscription service that provides the Customer with an unlimited number of users to collect and view disaster management data within the Territory's boundary. The subscription includes technical support via email Monday through Friday 8:00am – 5:00pm. Pro-rated	5.00	850.00	Tax Exempt	4,250.00
CTRAIN02	OPTIONAL Crisis Track System Setup and Onsite Training will initialize the Crisis Track system and provide up to six hours of training. Initializing the Crisis Track System includes one upload of your jurisdictions GIS and/or tax data, employee lists, and equipment lists. The Onsite Training will consist of three two-hour training sessions at your facilities: one for Road/Debris Assessments, one for Building Assessments, and one for administrators on setting up the Crisis Track system.	1.00	2,400.00	Tax Exempt	2,400.00
				Subtotal	6,650.00
				TOTAL USD	**6,650.00**

Terms

00631494-4xAC2B5
Territory is Williamson County,TX
Term is June 1, 2018- October 31, 2018

Commissioners Court - Regular Session **49.**

Meeting Date: 07/10/2018

Contract Amendment for Quick Series Publishing Inc.

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

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of a change to the contract for the Ready EOC App with Quick Series Publishing to modify the annual performance period to align with the County's budget year.

Background

This contract, for the Wilco Ready mobile app, was established at near the end of the budget year in August of 2017. Modifying the performance period to better align with the budget year. This change will allow for a new contract period from November through October. The 2018 performance period will be prorated from August through October.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prorated quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/03/2018 11:04 AM
Form Started By: Jarred Thomas		Started On: 07/02/2018 04:11 PM
Final Approval Date: 07/03/2018		

QuickSeries Publishing Inc.
5100 NW 33rd Avenue, suite 247
Ft. Lauderdale, FL 33309
Phone: 800-361-4653
Fax: 877-329-3291
quickseries.com

ORDER CONFIRMATION

PLEASE SIGN AND RETURN BY FAX AS SOON AS POSSIBLE TO : (877) 329-3291 OR (954) 584-2520

BILL TO :

Mr. Jarred Thomas
Williamson County Office of Emergency Management
911 Tracy Chambers Lane
Georgetown TX 78626 USA

SUMMARY :

SUBTOTAL	**$1,505.56**
TAXES	**$0.00**
TOTAL ORDER	**$1,505.56**

Maintenance + Technical Support - Yearly Fee

CODE	DESCRIPTION	FORMAT	QUANTITY	YEARLY FEE	SUBTOTAL
21-01-48491-01	Williamson County, TX - EOCReady App	EOC-SYS	0	$5,032.25	$1,258.06
				$5,032.25	**$1,258.06**

Mobile Application - One-Time Setup Fee

CODE	DESCRIPTION	FORMAT	QUANTITY	UNIT PRICE	SUBTOTAL
21-01-48491-01	Setup Fee	EOC-SYS	0	$0.00	$0.00
					$0.00

Content Options - Main Catalog

CODE	DESCRIPTION	FORMAT	YEARS	YEARLY FEE	SUBTOTAL
22-0155-000-01	Preparedness for People with Functional Needs ISBN 978-1-937099-69-5	100	0	$495.00	$0.00
22-0361-000-01	Pandemic Flu ISBN 978-1-62350-595-0	050	0	$495.00	$0.00
22-0408-000-01	Flood Preparedness & Recovery ISBN 978-1-62350-587-5	050	0	$495.00	$0.00
22-0573-000-01	Tornado Preparedness ISBN 978-1-62350-594-3	050	0	$495.00	$123.75
22-0699-000-01	Wildfires ISBN 978-1-62350-592-9	050	0	$495.00	$123.75
				$2,475.00	**$247.50**

DATE

NAME (Please Print) & SIGNATURE

SERVICE APPLICATION AGREEMENT

WHEREAS, QuickSeries has developed a system (Mobile Application) to deliver content on mobile devices utilizing a proprietary software system including a webportal, collectively referred to as the "QuickSeries System"; and

WHEREAS Client desires to access and use such content, services and system and allow certain of its customers, employees and/or or other designated persons to use said services, and QuickSeries desires to provide such access and use, all on the terms and conditions of this Agreement.

1. Subject to the terms and conditions of this Agreement and to the payment of the fees described in the purchase order, QuickSeries undertakes to provide, during the term of the Agreement stated in the purchase order (the "Term"), the QuickSeries Services to Client. QuickSeries hereby grants to Client the non-exclusive right to access and use, and to grant to its Users, the right to access and use, the QuickSeries Services and content described in this purchase order. For the purpose of this Agreement, "QuickSeries Services" means the functionality and content delivery services provided by QuickSeriess and "Users" means the individuals or group of individuals who have been identified by Client as being authorized users and given a password to access the QuickSeries Services.

2. Client shall not permit any third party to use, sub-license, sell, assign, convey, transfer, publish, copy, duplicate, disassemble or otherwise deal with any of software, content, or documentation (including the QuickSeries System) to which Client is given access to under this Agreement and, without limiting the foregoing, shall not use the QuickSeries Services to provide information processing, computer service bureau or computer time sharing or similar services to any other person or entity or for any purposes other than its own internal functions. Client will not reverse engineer, compile, reverse assemble, disassemble or translate any portion of the QuickSeries System.

3. For the Term of this agreement, QuickSeries will provide the support services to Client as outlined in this section. Client acknowledges and agrees that all calls into the support center may be monitored and/or recorded for quality control purposes: (i) maintain compatibility of code with the supported platforms; (ii) maintain operability of QuickSeries System; (iii) debugging of QuickSeries Services software; and (iv) administrative User assistance to access QuickSeries Services. In no event shall QuickSeries be under any obligation to improve, to enhance, update, upgrade or otherwise make any modifications to the QuickSeries Services. QuickSeries shall be authorized to enhance, update, upgrade or otherwise make any modifications to the QuickSeries System at any time and at any frequency during the Term and without providing any prior notice. Notwithstanding the foregoing, QuickSeries will not make changes to the QuickSeries System that will materially impact Client's use, content or access without Client's consent and a bilateral modification to the applicable purchase order.

4. The QuickSeries System and its content and any intellectual property therein shall remain the exclusive property of QuickSeries throughout the world and any third party material that is part of the QuickSeries System shall remain the exclusive property of their respective owners and no title therein shall pass to Client hereunder. Content provided by Client and any intellectual property therein shall remain the exclusive property of Client throughout the world. Client grants to QuickSeries a worldwide license to use copy and modify the said content for the purposes of rendering the QuickSeries Services.

5. QuickSeries agrees to indemnify Client against all damages, losses, costs, expenses or liabilities, including reasonable attorneys' fees (the Losses), suffered or incurred by the Client or its directors, officers, employees and representatives as a result of or in connection with any claim based on the allegation that the use of the QuickSeries System by Client infringes third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America.

6. Client represents and warrants that the content or data provided by the Client to be distributed thru the QuickSeries System does not infringe any third party's copyright, trade secrets, patent or other intellectual property rights in the United States of America and that all appropriate consent, authorization or procedures relating to the content or the data provided by Client were obtained or put in place by Client in compliance with applicable laws.

7. Client agrees to save, indemnify and hold harmless
QuickSeries against all Losses suffered or incurred by QuickSeries or its directors, officers, employees and representatives as a result of or in connection with any claim based on the allegation that the content or the data provided by Client infringes third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America; or that such content or data contains personal information and that the appropriate consents, authorizations or procedures were not obtained or put in place by Client in compliance with the applicable laws.

8. EXCEPT FOR THE FOREGOING WARRANTIES, QUICKSERIES NEITHER MAKES NOR GRANTS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY THAT THE QUICKSERIES SYSTEM WILL PROVIDE ERROR-FREE OR UNINTERRUPTED SERVICE OR THAT THE INFORMATION AVAILABLE ON ITS WEBSITE OR THROUGH THE QUICKSERIES SERVICES IS ACCURATE, TIMELY OR TRUE. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS CREATED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. QUICKSERIES HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, INCLUDING ANY LEGAL WARRANTY OF QUALITY, TO THE FULLEST EXT ENT PERMITT ED BY LAW.

9. Notwithstanding any provision to the contrary, in no event shall QuickSeries's total cumulative liability towards Client or any third party with respect to any given claim made hereunder exceed the amount paid or payable by Client to QuickSeries under this Agreement in the three (3) month period immediately preceding the event giving rise to such liability.

10. This Agreement shall be governed by and construed under and pursuant to the laws of the State of New York.

Signature: _____ Date: _____

By: _____

Commissioners Court - Regular Session **50.**

Meeting Date: 07/10/2018

Edwards Aquifer Tank Hold Certification

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 professional services contract between Baer Engineering and Environmental Consulting, Inc. and Williamson County for inspection and certification services of the Edwards Aquifer in the amount of $1,226.78, and authorizing execution of the agreement.

Background

The services contract includes a geologist's site visit to conduct tank hold inspection for sensitive features prior to tank installation, and preparation of certification. Tank hold excavations must be inspected for the presence of sensitive features by a geologist. The geologist must prepare a certification, signed, sealed and dated, stating that the excavation has been inspected. This certification must be submitted to the appropriate Texas Commission on Environmental Quality regional office. If a sensitive feature is discovered, the applicant must propose methods to protect the feature and the Edwards Aquifer from potentially adverse impacts to water quality from the underground storage tank system. Installation activities may not proceed until the executive director has reviewed and approved the proposed methods. The department point of contact is Dwayne Gossett. This expenditure wil be charged to P324 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Baer Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:10 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Melissa Gurka		Started On: 06/25/2018 10:13 AM
Final Approval Date: 07/05/2018		

Baer Engineering
and Environmental Consulting, Inc.

May 29, 2018

Facilities Maintenance
3101 SE Inner Loop Rd
Georgetown, TX 78626

Sent via email to DGossett@WilCo.org.

Attention: **Mr. Duane Gossett, Facilities Maintenance**

Reference: **Installation of Underground Storage Tank (UST) System**
EDWARDS AQUIFER TRANSITION ZONE – GEOLOGIC ASSESSMENT
CERTIFICATION OF TANK HOLD
3161 SE Inner Loop, Georgetown, TX
Baer Engineering Document No. 182038-5.011, Exhibit A

Dear Mr. Gossett:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to provide this proposal to assist with the Edwards Aquifer reporting needed to install the new tank system at the North Campus Facility in Georgetown. This project will be accomplished in accordance with 30 TAC §213: Edward Aquifer.

GEOLOGIST'S SITE VISIT TO CONDUCT TANK HOLD INSPECTION FOR SENSITIVE FEATURES, PRIOR TO TANK INSTALLATION, AND PREPARATION OF CERTIFICATION.

In accordance with 30 TAC §213, tank hold excavations must be inspected for the presence of sensitive features by a geologist. The geologist must prepare a certification, signed, sealed, and dated, stating that the excavation has been inspected. This certification must be submitted to the appropriate TCEQ regional office. If a sensitive feature is discovered, the applicant must propose methods to protect the feature and the Edwards Aquifer from potentially adverse impacts to water quality from the underground storage tank system. Installation activities may not proceed until the executive director has reviewed and approved the proposed methods.

NOTE: If a sensitive feature is found during this inspection, assistance with mitigation would be an additional scope of work. Construction may continue if the geologist certifies that no sensitive feature or features were present.

SUB-TASK	PERSONNEL	RATE	UNITS	COST
Kickoff Meeting	Senior Geologist	$159.68	1	$159.68
Site visit	Senior Geologist	$159.68	4	$638.72
Prepare Certification	Senior Geologist	$159.68	2	$319.36
Mileage		$0.545	200	$109.000
			Total	**$1,226.76**

We will invoice this project as a lump sum. We will perform this work in accordance with the terms and conditions of the attached contract and schedule of fees. We will not exceed this budget without prior authorization from you. If possible, we would appreciate having two week's advance notice of the date of inspection.

If the scope of services, project schedule, and fee proposal presented herein meet with your approval, please sign the attached contract and return this document to us. We will return an executed copy for your files. Email is adequate for this purpose.

Baer Engineering thanks you for the opportunity to propose our consulting services on this project. If you have questions regarding our scope of work, schedule, or fee please call me at (512) 453-3733.

Respectfully submitted,
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.

Rosemary Wyman

Rosemary Wyman, P.G. (TX751), CHMM, CPESC
Manager, Environmental, Health, and Safety Services
Principal Geologist

Attachments: Schedule of Fees
Engineering and Environmental Services Contract

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
Complaints on the geoscience services provided by Baer Engineering can be directed to the Texas Board of Professional Geoscientists, P.O. Box 13225, Austin, Texas 78711, (512) 936-4400.

SCHEDULE OF FEES

STAFF TYPE	HOURLY RATE
Senior Scientist	$159.68
Project Scientist	$105.84
Field Scientist	$100.86
GIS/Database Development	$87.97
Administrative Assistant	$70.74

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

PROFESSIONAL SERVICES CONTRACT
Environmental Consulting Services

1. **THE AGREEMENT**. This agreement (hereinafter "Agreement" or "Contract") is made by and between Baer Engineering & Environmental Consulting, Inc., (hereafter Baer Engineering or Baer) and Williamson County (hereinafter referred to as "Client"). The agreement between the parties consists of this Agreement together with any attachments and exhibits mentioned herein. Together, these documents will constitute the entire agreement superseding any and all prior dealings and understandings. Any modifications of this Agreement must be mutually agreed to in writing.
2. **PROJECTS.** Client engages Baer Engineering to perform professional environmental consulting services for a variety of projects to be determined by Client during the term of this Agreement.
3. **SCOPE OF SERVICES.** A detailed "Scope of Services" document, with a cost estimate, is presented in a written proposal accompanying this agreement herein after referred to as Exhibit A. Changes to the Scope of Services must be mutually agreed to in writing. Services not set forth in a Scope of Services document are excluded from the scope of Baer's services and Baer shall have no responsibility to perform them. If however, Client requests services beyond those detailed in Exhibit A, the parties shall execute a separate written agreement defining the services to be rendered and the compensation that is to be paid to Baer Engineering. The said written agreement must be executed by all parties prior to Baer Engineering's performance of any services beyond those detailed in Exhibit A. Client shall not have any obligation to pay for services beyond those detailed in Exhibit A unless and until a separate written agreement defining the services to be rendered and the compensation that is to be paid to Baer Engineering is executed in advance of the performance of such services.
4. **DEFINITIONS.** As used throughout this Agreement, certain terms should be understood to have the following meanings:
   A) "Claim" - shall mean claims that are legally enforceable and includes liabilities for all manner of losses, injuries, costs, expenses, and interest.
   B) "Construction" - shall mean not only construction, but also includes demolition and remediation.
   C) "Instruments of Service" - shall include what are commonly called "the Contract Documents," as well as any other reports, plans, specifications, and computer files prepared by Baer Engineering pursuant to its performance under this Agreement.
   D) "Law" - shall mean any type of law, including statutes, regulations, ordinances, codes, rules, case law, court orders, or administrative agency orders.
   E) "Negligent" or "Negligence" - Except where explicitly otherwise stated, in addition to its common law definition, for the purposes of brevity the term "negligence" is meant to also include intentional misconduct of Baer employees to the extent their acts are within the scope of their employment.
5. **COMPENSATION.** Client agrees to compensate Baer Engineering timely in the amounts and at the rates set forth in Exhibit A.
6. **STANDARD OF CARE.** Baer Engineering will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty or guarantee, express or implied, made in connection with the providing of these services. Client recognizes that indoor air quality may vary from that observed at locations where air samples are collected, and that site conditions may change with time. Data, interpretations, and recommendations by Baer Engineering will be based solely on information available to Baer Engineering. Baer Engineering is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for the accuracy of information provided by others.
7. **INSURANCE.** Baer Engineering represents that it maintains the following insurance coverage:

   TYPE/LIMITS

   Worker's Compensation and Employers' Liability / Statutory
   General Liability / $1,000,000 per occurrence/ $1,000,000 aggregate
   Automobile Liability /$1,000,000 per person/$1,000,000 per occurrence
   Professional Liability /$1,000,000 claims made/$1,000,000 aggregate

   If Client desires additional insurance coverage, Baer Engineering will obtain said coverage (if procurable) at Client's expense, to protect Baer Engineering and Client, upon written notice to Baer specifying the types and amounts of coverage(s) desired.
8. **LIMITATION OF LIABILITY.** Baer is not an insurer, and will not accept a liability that is out of proportion to the income generated by a particular project. THEREFORE, AS A FUNDAMENTAL TERM OF THIS CONTRACT, CLIENT AGREES THAT BAER ENGINEERING'S LIABILITY, (and that of its officers, directors, employees, agents, and subcontractors) TO CLIENT OR ANY THIRD PARTY DUE TO NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OR FOR BREACH OF THIS CONTRACT SHALL BE LIMITED TO AN AGGREGATE OF $50,000.00 OR THE TOTAL AMOUNT OF BAER'S CHARGES AND FEES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BAER AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF $1,000,000.00, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTANCE OF BAER'S PROPOSAL, PROVIDED THAT CLIENT PAYS AN ADDITIONAL CONSIDERATION OF TWENTY PERCENT (20%) OF BAER'S TOTAL CHARGES AND FEES, OR $2,000.00, WHICHEVER IS GREATER. IT IS AGREED AND UNDERSTOOD THAT THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BAER AND IS NOT A CHARGE FOR ADDITIONAL LIABILITY INSURANCE. This limitation shall not apply to the extent that may be prohibited by law.

9. **INDEMNIFICATION.** When an indemnity is provided for in this Agreement, such indemnity shall extend not only to actual and punitive damages for the claim itself, but also the costs of defense (e.g., attorney fees and court costs) and similar costs incurred in enforcing the indemnity.
   A) Baer Engineering's Indemnities
      i. **Acts of Baer.** BAER ENGINEERING AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST CLAIMS ARISING DIRECTLY FROM THE NEGLIGENT ACTS AND OMISSIONS OF BAER ENGINEERING IN ITS PERFORMANCE OF ITS CONTRACTUAL OBLIGATIONS, BUT ONLY TO THE EXTENT THAT BAER ENGINEERING IS RESPONSIBLE ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY. SUCH INDEMNIFICATION AND LIABILITY SHALL NOT EXTEND TO CONSEQUENTIAL DAMAGES. NOR SHALL BAER ENGINEERING INDEMNIFY CLIENT FOR DAMAGES CAUSED BY CLIENT'S OWN NEGLIGENCE, NOR FOR PUNITIVE OR EXEMPLARY DAMAGES UNLESS THEY ARE ASSESSED AGAINST BAER ENGINEERING FOR AN ACT OR OMISSION COMMITTED BY BAER ENGINEERING.
      ii. **Acts of Subconsultants.** BAER ENGINEERING AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST CLAIMS ARISING DIRECTLY FROM NEGLIGENT ACTS AND OMISSIONS OF SUBCONSULTANTS HIRED BY BAER TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT; HOWEVER, BAER WILL NOT INDEMNIFY FOR THEIR INTENTIONAL MISCONDUCT.
   B) Client's Indemnities
      i. **Acts of Client & Client's Agents.** Baer Engineering agrees and acknowledges that that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Baer Engineering; therefore, all references of any kind to Client indemnifying, holding or saving harmless any other party, including but not limited to Baer Engineering for any reason whatsoever are hereby deemed void and deleted.
      ii. **Early Termination.** If Baer Engineering for any reason does not complete all of the services contemplated by this Agreement, it is agreed that Baer will not be responsible for the accuracy, completeness, or workability of the Instruments of Service that were completed or changed by Client or another party.
10. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Baer Engineering nor Client, their respective officers, directors, partners, employees contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver includes, but is not limited to, loss of use or rent, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred for any reason.
11. **NO WARRANTIES.** Both parties agree that no warranties are intended to be made in this Agreement, either expressed or implied. Baer Engineering shall not be required to execute any documents, no matter by whom requested, that would, in Baer's sole opinion, increase Baer's contractual or legal obligations, risks, or the cost of its professional liability insurance. This includes requests to Baer to certify, guarantee, or warrant the existence or absence of conditions that Baer is not able to ascertain. Client agrees not to make resolution of any dispute or payment of any amount due to Baer in any way contingent upon Baer's executing any additional agreement or certification.
12. **CONFIDENTIALITIES**
   A) Baer Engineering shall hold confidential all business or technical information specifically designated as such by Client in writing and obtained from the Client or its affiliates or generated in the performance of this Agreement. If such information is in hardcopy form, Client must stamp it with the word "Confidential." Baer Engineering shall not disclose such information without Client's consent except to the extent required for (i) the performance of this Agreement, (ii) compliance with professional standards of conduct for preservation of public safety, health, and welfare, (iii) compliance with any court order or other governmental directive, and/or (iv) protection of Baer Engineering against claims or liabilities arising from performance of this Agreement. Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.
   B) Notwithstanding the foregoing, it is agreed that Baer Engineering shall, promptly upon notice of the necessity of disclosure of information pursuant to (A)(i) through (A)(iv) above, notify the Client prior to any such disclosure. The Client may contest the requirement for or necessity of any such disclosure provided that such contest shall not subject Baer Engineering to any legal liability, claim, expense, criminal penalty, or prosecution for a crime.
   C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Client, and to render opinions and advice in that regard, then those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against Baer. To help create an atmosphere in which Baer can freely and candidly communicate to Client, Client agrees, to the fullest extent permitted by law, to keep the existence and contents of such communications confidential.
13. **SITE ACCESS AND CONDITIONS.** If site access is required as part of the services, Client shall indicate to Baer Engineering any limits to access and shall be responsible for the accuracy of such information.
   A) Client shall grant free access to the site for all necessary equipment and personnel. Client shall notify any and all possessors of the project site, whether they be lawfully or unlawfully in possession, that Client has granted to Baer Engineering free access to the project site and Client shall secure permission (and any permits) necessary to allow Baer Engineering free access to the project site at no charge to Baer Engineering.
   B) Client will make available to Baer Engineering all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, and written reports. Client will immediately transmit to Baer Engineering any new information that becomes available or any change in plans.

14. **BILLINGS AND PAYMENT.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client 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 Client'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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Baer Engineering of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Baer Engineering must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
15. **RISK ALLOCATION.** Client acknowledges and accepts the risk that:
    A) Site conditions such as remodeling of structures, remodeling of heating, ventilation, air-conditioning and plumbing systems, and other conditions can vary from those encountered at the times and locations where data on them were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site;
    B) Governmental regulations relating to the environment, hazardous substances, or other contaminants may change with time and may purport to require achievement of results that cannot be accomplished in an absolute sense. Baer Engineering agrees to use reasonable professional efforts to comply with all laws applicable to its work that are in effect as of the date of this Agreement;
    C) Projects such as those involving abatement of airborne contaminants, may not perform as anticipated by Client, even if Baer Engineering's services are performed in accordance with Paragraph 6.
16. **LATENT HAZARDS.**
    A) Discovery of Unanticipated Hazardous Constituents. Hazardous materials may exist at the site or on portions of the site where there is no reason to believe they could or should be present. In regard to them:
        i. Baer Engineering and Client agree that the discovery of hazardous constituents where they are not anticipated constitutes a changed condition mandating a re-negotiation of the Scope of Services or termination of services. Baer Engineering and Client also agree that the discovery of unanticipated hazardous constituents may make it necessary for Baer Engineering to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate Baer Engineering for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous constituents.
        ii. Baer Engineering agrees to notify Client when unanticipated hazardous constituents or suspected hazardous constituents are encountered. Client agrees to consult legal counsel of its own choosing to determine Client's duty to make disclosures required by law to appropriate governing agencies. Client also agrees to hold Baer Engineering harmless for any and all consequences of disclosures made by Baer Engineering that are required by law. If Client fails to disclose information to appropriate authorities, Client agrees to hold Baer Engineering harmless for any and all consequences of non-disclosure.
        iii. In the event Client does not own the project site, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous constituents or suspected hazardous constituents.
17. **OWNERSHIP AND DISPOSAL OF CONTAMINATED MATERIALS AND EQUIPMENT.**
    A) Samples will be disposed of at Client's cost in a proper manner according to applicable laws governing the handling, transport, and disposal of such sampled materials sixty (60) days after submission of a report covering those samples. At all times, any and all right title, and responsibility for samples shall remain with Client; under no circumstances shall this Agreement be construed or interpreted to create any right title, interest, or responsibility for such samples by Baer Engineering. At Client's direction, samples will be returned to Client for final disposition. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
    B) All laboratory and field equipment contaminated in performing the work and which cannot be reasonably decontaminated shall become the property and responsibility of Client, unless equipment is contaminated because of Baer Engineering's failure to use reasonable care. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot be reasonably decontaminated.
18. **DATA PROVIDED BY CLIENT OR OTHERS.** It is agreed that Baer Engineering will not be held responsible for the quality or accuracy of data, nor the acquisition or sampling programs or methods from which the data were developed, where such data is provided by or through Client or third parties to Baer Engineering and upon which Client desires Baer Engineering to rely, in whole or in part. Such data includes, but is not limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, written reports, calculations, designs, drawings. surveys, maps, etc. If Client has provided the information, then Client agrees to assume responsibility for any liability that may result if the information is not correct.

19. **CONTINUITY.** Client acknowledges that it is customary for Baer Engineering to be responsible for preparing and furnishing drawings, specifications, and other documents that are to be utilized during the bidding, construction, and/or field work phases of a remediation Project: (i) to interpret, clarify, and modify the same as circumstances may dictate; (ii) to adjust the same to accommodate substitution of materials and equipment as proposed by bidders and contractor(s); (iii) to conform same with approvals of shop drawings and sample submittals; and (iv) to correct for inconsistencies or irregularities in the documents. Therefore:
    A) If Baer Engineering is not retained to provide such services during the bidding, construction, and/or field work phases of Client's Project, Baer Engineering will not be responsible for claims arising out of any interpretation, clarification, substitution acceptance, shop drawing, sample approval, or modification of construction documents. Baer shall have no responsibility for any portion of any project designed by Client's other consultants, nor shall Baer be required to check or verify other consultants' construction documents; instead, Baer shall be entitled to rely upon the accuracy and completeness thereof, as well as the fact that the documents comply with applicable law.
    B) If Baer Engineering is to be employed to provide such services, then Client warrants that it will cause the General Contractor to review any requests for information (RFI's) submitted by subcontractors prior to submission of them to Baer Engineering to ensure that such RFI's are not already clearly and unambiguously answered in the Contract Documents. It is understood that Baer Engineering will charge for time spent reviewing RFI's that are already clearly answered in the Contract Documents in accordance with its rates in Exhibit A.
20. **CONSTRUCTION OBSERVATION.**
    A) The purpose of Baer Engineering's presence at the site(s) is to enable Baer to provide for Client a greater degree of assurance that the completed work of contractor(s) do in fact generally conform to the contract documents. On the other hand, it is understood that, during such visits or as a result of such field observations, monitoring, and/or testing of contractor(s)' work-in-progress, Baer will not have authority to supervise, direct, or control contractor(s)' work. Baer is there only to report to Client what Baer believes is compliance or non-compliance with the contract documents. Thus, it is agreed that Baer Engineering shall have no responsibility for the means, methods, techniques, sequences, or procedures selected by the contractor(s), for the safety precautions and programs chosen by the contractor(s) or for any failure of the contractor(s) to comply with any laws applicable to the work being performed by the contractor(s).
    B) It is understood and agreed that if Baer Engineering's basic services under this Agreement do NOT include project observation or review of Contractors' performance or any other construction phase services, that such services will be provided by Client or others hired by Client. Client therefore assumes responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Baer Engineering that may be in any way connected thereto. If Client requests in writing that Baer Engineering provide any specific construction phase services, Client and Baer must reach a mutually agreeable contract and execute same prior to Baer Engineering providing any such construction phase services.
21. **SAFETY.** Any construction review of contractor(s)' performance conducted by Baer Engineering is not intended to include review of the adequacy of the contractor(s)' safety measures in, on, or near the construction site. Client understands the contractor is solely responsible for working conditions at the job site, including the safety of all persons and property.
22. **OPINIONS OF COST.** Since Baer Engineering has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Baer's estimate of the probable construction, operations, and maintenance costs are nothing more than opinions based upon Baer Engineering's judgment as an experienced and qualified professional engineer and/or consultant familiar with the construction industry. But Baer Engineering cannot and will not guarantee that actual costs will not vary from estimates of probable cost prepared by Baer. If prior to the bidding or negotiation phase Client wishes greater assurance as to costs, Client shall employ an independent cost estimator.
23. **DOCUMENTS.**A) Instruments of Service shall remain the property of Baer Engineering. Baer shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client may use such documents only in connection with the particular project for which such documents were prepared.
    B) Instruments of Service shall become the property of Client only if specifically stated in Exhibit A. However, use by others or use for any other purpose or project, without written verification or adaptation by Baer Engineering, will be at the Client's or other's sole risk and liability. Client shall indemnify and hold Baer Engineering harmless from all claims arising out of use of Baer's documents on other projects or by third parties.
    C) Baer Engineering agrees to maintain all Instruments of Service as is or on microfilm, except for samples and specimens, for a minimum period of two years after completion of its services. When the Instruments of Service shall become the property of the Client, the Client shall specify in writing to the President of Baer Engineering if it desires to acquire possession of the Instruments of Service at any time before the end of the two year period; if so requested, Baer will furnish them to Client and will be under no further obligation to continue to maintain them.
24. **TERMINATION.** This Agreement may be terminated by Baer Engineering seven (7) days after giving written notice of a breach of any provision of this Agreement or in the event of substantial failure of performance by the Client, or if Client suspends performance of Baer Engineering's services for more than three (3) months. Client may terminate the Agreement upon seven (7) days advance notice for any reason. In the event of termination, Baer Engineering will be paid for services performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.
25. 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.

26. **NO WAIVER OF LIEN OR STOP NOTICE RIGHTS.** The terms and conditions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights that Baer Engineering may have for the performance of services under this Agreement.
27. **SUCCESSORS AND ASSIGNS.** By this Agreement, Client understands that it binds itself, its partners, successors, executors, administrators, and assigns.
28. **BANKRUPTCY.** Should Baer Engineering become bankrupt, Baer Engineering or its trustee in bankruptcy shall be paid the reasonable value of all services previously performed. In determining reasonable value under this article, the contract price shall be deemed reasonable.
29. **ASSIGNMENT.** Neither Client nor Baer Engineering shall assign rights or duties created under this Agreement without the written consent of the other, except that Baer may employ the services of subconsultants when, in its sole opinion, it is necessary, customary, and/or appropriate to do so. Such subconsultants include, but are not limited to, surveyors, specialized consultants, drillers, and testing laboratories. The Client shall not unreasonably restrict Baer's use of other subconsultants for additional purposes.
30. **ALTERATIONS.** No term of this Agreement is to be altered unless done in writing and signed by the parties.
31. **FORCE MAJEURE.** Neither party shall be held responsible for damages or considered to be in default nor breach of this Agreement or by reason of delays in performance caused by strikes, lockouts, accidents, Acts of God, inclement weather and other unavoidable delays beyond Baer Engineering's reasonable control. Furthermore, Baer Engineering shall not be liable for delays in performing its obligations hereunder that are caused by Client or Client's agents (e.g., furnishing information promptly), shortages or unavailability of labor at established wage rates, other contractors, and/or government agencies. In the case of this happening, the time of completion shall be extended accordingly, but if Baer Engineering experiences increased costs due to such delays, then upon written notice to Client setting forth the specific items of increased cost and the amounts thereof, Client shall pay such additional amount(s) or else Baer Engineering, at its option, may terminate this Agreement.
32. **COOPERATION.**
    A) Client agrees to fully cooperate with Baer Engineering for the purposes of performing its obligations under this Agreement.
    B) Baer Engineering agrees to assist Client in applying for permits and approvals that are typically required by law for projects similar to the one(s) for which Client has hired Baer Engineering. This assistance shall consist of completing and submitting forms on the results of certain work (if said work is included in the Scope of Services). However, this assistance does not include special studies, special research, special testing, or special documentation not normally required for the type of project contemplated. Furthermore, Baer's assistance shall not include attendance at meetings with Client, contractors, or public authorities unless specifically stated in the Scope of Services. If time spent in such meetings exceeds the effort included in the Scope of Services, then Client agrees to compensate Baer for same at the rates specified in Exhibit A.
33. **CORPORATE LIABILITY.** It is understood and agreed by the parties that Baer Engineering is a Texas corporation, and it has contracted to perform services in the Agreement as a corporation and not as individuals. Therefore, Client agrees to make no claim, demand, or suit directed against individual employees, agents, and officers of Baer Engineering for their acts done as employees, agents, or officers.
34. **DISPUTE RESOLUTION.**
    A) **Certification** of Negligence. Client agrees to make no claim for negligence against Baer unless Client has first provided Baer Engineering with a written certification of an independent engineer currently practicing in the same discipline as Baer Engineering and who is licensed by the State of Texas. This certification shall:
    contain the name and license number of the certifier;
    specify each and every act or omission that the certifier contends is a violation of the standard of care that is applicable to a design professional performing services under similar circumstances;
    state in detail the basis for the certifier's opinion(s) that each alleged act or omission constitutes a violation of the applicable standard of care; and
    be presented to Baer Engineering at least 30 days prior to the presentation of any claim for dispute resolution or litigation.
    B) **ADR**. Except as provided herein, all claims, disputes, and other matters in controversy solely between Baer Engineering and Client arising out of or in any way related to this Agreement shall be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If the parties agree to no specific ADR procedure, then both parties must submit their claims and/or defenses to mediation before they can be plead in a lawsuit.
    C) **Exceptions.** If a dispute involves: (i) claims for indemnity against claims brought by third parties, and/or (ii) Baer Engineering's claims for sums due and owing to Baer Engineering for services rendered and costs incurred, Baer Engineering, at its option, may proceed directly to enforce its remedies at law, including, but not limited to, an action to foreclose mechanic's liens, a suit on sworn account, or such other proceedings or process deemed necessary to enforce its rights to payment.
    D) **Venue**. Any action arising under this Agreement shall be brought and tried in Williamson County, Texas. The parties agree that the prevailing party shall be entitled to attorneys' fees and costs.
35. **County's Right to Audit.** Baer Engineering agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Baer Engineering which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Baer Engineering agrees that Client shall have access during normal working hours to all necessary Baer Engineering facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Baer Engineering reasonable advance notice of intended audits.

36. NOTICES. Any notices required or permitted to be sent shall be considered served on a party if hand delivered, sent by telegram or certified mail, or sent by facsimile to the addresses and numbers that appear in Paragraph 37, or such other addresses as the parties may have designated pursuant to that paragraph.
37. **GOVERNING LAW AND SURVIVAL.**
    A) The law applicable to any adjudication of disputes arising hereunder shall be the law of the State of Texas.
    B) If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. It is agreed that limitations of liability and indemnities shall survive termination of this Agreement.
    C) Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
38. **PROJECT REPRESENTATIVES.** Client shall designate representatives who are authorized to accept notices from Baer and make decisions on Client's behalf when requested by Baer Engineering. Client lists the following representatives as persons who are authorized to make decisions regarding work on the project(s) that Baer is working on under this Agreement. Client agrees not to delay in making decisions that Baer has requested, and represents that the following people, listed in order of priority, will be available on an on-call basis:

Project Name (Project): Edwards Aquifer – Tank Hold Inspection **Project Location (Site):** Williamson County - 3161 SE Inner Loop, Georgetown, TX	
CLIENT INFORMATION	**BAER ENGINEERING INFORMATION**
Project ID:	**Project Number**: 182038.01
Facilities Maintenance 3101 SE Inner Loop Rd Georgetown, TX 78626	Baer Engineering and Environmental Consulting, Inc. 7756 Northcross Drive, Suite 211 Austin, Texas 78757
Office 512.777.4580 Cell 512.820.4027	**Telephone**: 512.453.3733 **Toll Free**: 800.926.9242 **Fax** : 512.453.3316 **Website**: www.baereng.com
PROJECT REPRESENTATIVES CONTACT INFORMATION	
Project Principal: Duane Gossett dgossett@wilco.org	**Project Principal**: Rosemary Wyman, P.G., CHMM, CPESC rwyman@baereng.com
Project Manager:	**Project Manager:** Mark Sloop, GIT msloop@baereng.com

The parties agree to send written notice if any of the contact information above changes.

Wherefore**,** in solemn acknowledgment of the terms of this agreement, we do sign our names on this _____ day of _____, 2018.

Client or Authorized Representative:

_____
SIGNATURE

_____
TITLE

Baer Engineering:

Rosemary Wyman
SIGNATURE

Executive Vice President
TITLE

Commissioners Court - Regular Session **51.**

Meeting Date: 07/10/2018

Interlocal Participation Agreement with TASB Energy Cooperative

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Interlocal Participation Agreement between the Texas Association of School Boards (TASB) Energy Cooperative and Williamson County for participation in a cooperative purchasing program as allowed by Texas Local Government Code Section 271.102, and authorizing the execution of the agreement and related addendum.

Background

Joining the Texas Association of School Boards (TASB) Energy Cooperative would allow Williamson County access to discounted bulk fuel pricing. Funding for fleet fuel purchases comes from 01.0882.0882.003301.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:15 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Erica Smith		Started On: 06/25/2018 10:21 AM
Final Approval Date: 07/05/2018		

TASB ENERGY COOPERATIVE

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

"Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

"Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

"Energy Services Vendor" means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term

includes a retail electric provider ("REP"), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

"Letter of Commitment" means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. **Adopt Charter Interlocal Cooperation Agreement.** The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.

3. **Term.**

   (a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

   (b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

4. **Services.** The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member's participation in such programs. As a general matter, with respect to the establishment and administration of such programs:

   (a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.

   (b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy

Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:

   (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.

   (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. **Termination.**

   (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.

   (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:

      (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or

      (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.

   (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation

Fees") from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.

8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees ("Board"), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.

9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.

3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.

4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.

5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to

contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.

6. **Fiscal Responsibility.**

   (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.

   (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

7. **Defense and Prosecution of Claims.** The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.

8. **Governance.** The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

10. **Legal Authority.** The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:

    (a) It is a political subdivision of the state of Texas and it meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

(b) The functions and services to be performed under this Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.

(c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.

(d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.

(e) All requirements—local or state–for a third party to approve, record or authorize this Agreement have been met.

11. **Disclaimer.** THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:

(a) Neither party waives any immunity from liability afforded under law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.

(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member's purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.

(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

14. **Entirety and Effect on Prior Agreements.** Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.

15. **Notice.** Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to James B. Crow, Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.

16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[The remainder of this page is intentionally left blank. Signatures are on following page.]

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: _____ Date: 6/21/2018
James B. Crow, Secretary

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

Williamson County
(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative

_____
Printed name and title of authorized representative

General Contact for the Energy Cooperative Member :

_____
Name

_____
Mailing Address

_____
City
Texas, _____
(zip)

_____
Telephone

_____
Fax

_____
Email

TASB ENERGY COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT –
Addendum

The Interlocal Participation Agreement ("Agreement") between the TASB Energy Cooperative ("Energy Cooperative") and Williamson County is subject to the further terms and conditions of this Addendum. In the event of conflict between the provisions of this Addendum and the provisions of the underlying Agreement, this Addendum shall control to the extent necessary to resolve the conflict.

1. The parties agree to amend Section III.7, Defense and Prosecution of Claims, by adding "To the extent authorized under Texas law," at the beginning of the first sentence.

2. This Addendum shall be effective as of the Effective Date of the Agreement.

Wherefore, the parties affix their signatures in agreement to this Addendum to the TASB Energy Cooperative Interlocal Participation Agreement.

WILLIAMSON COUNTY

By: _____ Date: _____
Signature

_____
Printed Name

TASB ENERGY COOPERATIVE

By: James B. Crow Date: 6/21/2018
James B. Crow, Secretary

Commissioners Court - Regular Session **52.**

Meeting Date: 07/10/2018

Concrete Work for Oak Haven Circle Extension Project

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 authorizing the Purchasing Agent to advertise and receive sealed bids for Concrete Work for Oak Haven Circle Extension Project under IFB #1806-241.

Background

Williamson County is seeking qualified Contractors to provide general roadway cast-in-place concrete work (material and labor) in accordance with Items 432, 462, 467, 500, and 506 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. From the notice to proceed, substantial completion is expected at 20 days and final completion at 25 days. The estimated amount for this project is $110,000.00. This expenditure will be charged to P479 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet Oak Haven

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 10:52 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Melissa Gurka		Started On: 06/25/2018 02:55 PM
Final Approval Date: 07/05/2018		

Solicitation 1806-241

Concrete Work for Oak Haven Circle Extension Project

Bid Designation: Public

Williamson County, Texas

Bid 1806-241
Concrete Work for Oak Haven Circle Extension Project

Bid Number	1806-241
Bid Title	Concrete Work for Oak Haven Circle Extension Project
Expected Expenditure	**$110,000.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Aug 1, 2018 3:30:00 PM CDT
Question & Answer End Date	Jul 27, 2018 4:00:00 PM CDT
Bid Contact	Melissa Gurka Purchasing Specialist II 512-**943**-3860 melissa.gurka@wilco.org
Contract Duration	**25 days**
Contract Renewal	Not Applicable
Prices Good for	**90 days**
Pre-Bid Conference	**Jul 18, 2018 10:00:00 AM CDT** **Attendance is optional** **Location: 3151 Southeast Interloop** **Georgetown, TX**
Bid Comments	**Williamson County is seeking qualified Contractors to provide general roadway cast-in-place concrete work (material and labor) in accordance with Items 432, 462, 467, 500, and 506 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.**

Item Response Form

Item	**1806-241--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	**1806-241--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 1806-241
Concrete Work for Oak Haven Circle Extension Project

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity | Date

Signature not required if completing in BIDSYNC electronically.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (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 (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) 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.

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT - BID FORM Williamson County, TX						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
432	6002	RIPRAP (CONC)(5 IN)	CY	18		
462	6014	CONC BOX CULV (7 FT X 3 FT)	LF	24		
467	6248	SET (TY I) (S=7 FT) (HW=5 FT) (3: 1) (C)	EA	8		
500	6001	MOBILIZATION	LS	1		
PROJECT TOTAL COST						

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT GENERAL NOTES AND TECHNICAL SPECIFICATIONS

DEFINITION OF TERMS

County: Williamson County acting through the County Engineer's Office.

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 8:00 A.M. and 5:00 P.M. Time begins with crews on site with equipment and ready for operation.

CONTROL OF MATERIALS

Source Control. The Contractor shall use only materials that meet Contract requirements. Unless otherwise specified or approved by the Engineer, the Contractor shall use new materials for the work. The Contractor shall secure the Engineer's approval of the proposed source of materials to be used before their delivery to the site. Materials can be approved by the Engineer at a supply source or staging area but may be re-inspected at the job site. Contractor shall be responsible for cost of additional sampling and testing if material source changes.

Material Quality. It is the Contractor's responsibility to correct or remove materials that fail to meet the Contract requirements.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection by the Engineer, the Contractor must immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice submitted to the County.

Manufacturer Warranties. Contractor shall transfer to the County warranties and guarantees required by the Contract, from Contractor sources, or received as part of normal trade practice.

Plant Inspection and Testing
The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, Contractor shall meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent Items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant, and
- The lighting is adequate to allow satisfactory inspection.

The Contractor shall provide copies of all test results to the County and the Engineer prior to the County's acceptance of improvements.

The Contractor shall coordinate with the County's field representative 48 hours prior to schedule density testing. The County's field representative shall witness all testing.

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, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. The project shall begin within five (5) working days after such notification and shall continue for twenty-five (25) working days.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which construction 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 construction work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of substantial completion of the project. 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 project.

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.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by the Engineer.

Weekend and holiday work is allowed with prior approval by the 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.

Do not park equipment or make stockpiles where driver sight distance to residences 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.

Contractor shall provide at least one portable restroom near the work site at all times in order to provide a bathroom to individuals providing work hereunder.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by the Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for satisfactory completed work based on actual quantities per bid Item. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the work.

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 concrete 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.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

BLASTING

No Blasting will be allowed on the project.

ENTRY INTO AND PROTECTION OF ADJACENT PROPERTIES

Design of this project did not contemplate a need to enter adjacent properties except where permanent or temporary work easements are shown on the Plans. Should it be necessary during construction of the work to enter on adjacent properties, the County shall be notified. The contractor shall be responsible for all arrangements to enter and shall be liable for repair of fences and restoration of any property damage outside the right-of-way and easements shown in the plans.

Access to the right-of-way and easements adjacent to private property shall be coordinated with the adjacent property owner at least 48 hours in advance.

LOCATION AND PROTECTION OF UTILITIES

The Contractor shall determine the exact location of all existing utilities before commencing work and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

Notwithstanding any other provision of this Contract, the Contractor shall be solely responsible for the location and protection of any and all public and/or private utility lines and utility customer service lines in the work area. The Contractor shall exercise due care to locate and to mark, uncover, or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas.

Upon request, the County may provide such information that it has about the location and grade of water, telephone, cable, and electric lines and other utilities on the work area, but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or damage shall be repaired at Contractor's expense.

SURPLUS MATERIAL

Excavated or surplus natural soil and rock material, unless otherwise noted in the Plans or Specifications, shall be known as "spoil" and the Contractor shall be responsible for hauling and disposing of all excavated materials off the project site, unless otherwise directed by the Engineer. Consider subsidiary to the pertinent Items.

RESTORATION/REVEGETATION

All disturbed areas within the right of way, easements, and limits of construction shall be restored. Restoration shall include all topsoil, seeding/sodding, watering, fertilizer, labor and equipment necessary to complete the project in accordance with the Plans and Specifications.

Restoration shall be installed and vegetation established prior to final acceptance of the project, or as approved by the County.

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. The 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.

Revegetation measures will begin as soon as practical. The County reserves the right to require the immediate installation of revegetation measures whenever deemed necessary.

The County reserves the right to require additional revegetation measures deemed necessary at any time after construction has begun until the County has accepted the erosion control measures and revegetation measures.

ITEM 432 – RIPRAP

The Contractor shall construct 5-inches thick concrete riprap unless otherwise noted or directed.

ITEM 462 – CONCRETE BOX CULVERTS

The Contractor shall cast-in-place the 3' exposed ends of the 7'x3' pre-cast box culverts.

ITEM 467 – SAFETY END TREATMENT

For precast units, the fill material between the boxes shall consist of concrete aggregate with two sacks of Portland Cement per cubic yard (two sack concrete). The two sacks of cement are considered subsidiary to the pertinent bid items.

Trench excavation protection and temporary special shoring are required for headwalls 5' and taller. Those work are considered subsidiary to the pertinent bid Items.

Structural excavation and bedding shall be considered subsidiary to the pertinent Items.

ITEM 506 – TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

This bid Item shall be considered subsidiary to the pertinent Items.

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.

( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 432 RIPRAP (420)(421)(440)
ITEM 462 CONCRETE BOX CULVERTS (420)(421)(440)
ITEM 467 SAFETY END TREATMENT (400)(420)(421)(432)(440)(442)(445)
ITEM 500 MOBILIZATION
ITEM 506 EROSION CONTROL

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:

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 twenty-five (25) days (twenty (20) to substantial completion / twenty-five (25) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200 per working day.

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:	$2,000,000	

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.

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the _____ Solicitation # _____, _____; 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 _____ ($_____) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the _____ Solicitation # _____, 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: _____

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 _____**; 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 **_____**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:		$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (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 _____

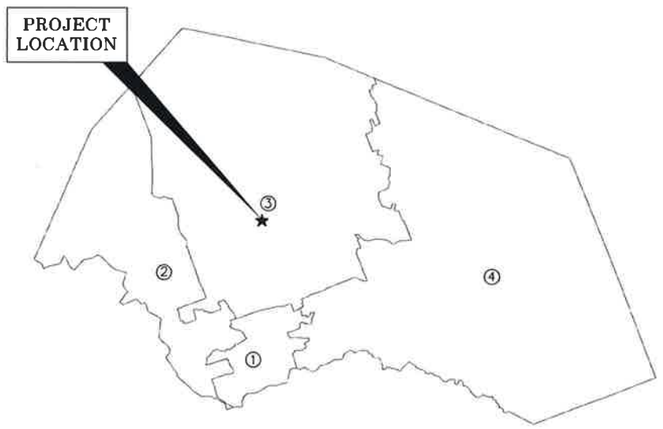
WILLIAMSON COUNTY, TEXAS

CONSTRUCTION PLANS FOR PROPOSED

OAK HAVEN CIRCLE EXTENSION

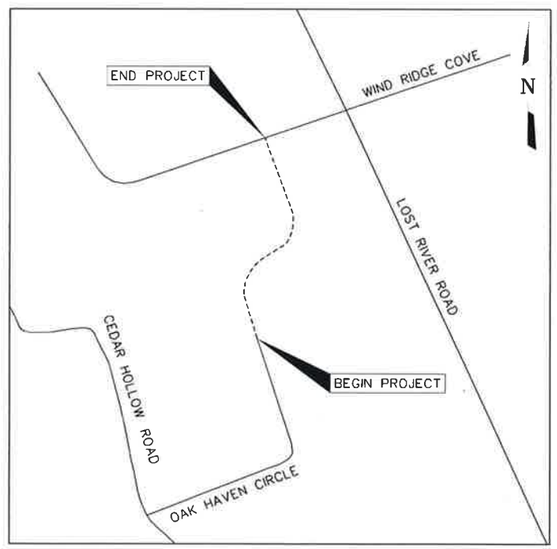
DECEMBER 2017

FUNCTIONAL CLASSIFICATION - RURAL LOCAL
PROJECT DESIGN SPEED - 20 MPH



WILLIAMSON COUNTY
LOCATION MAP
N.T.S.

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS SHALL GOVERN ON THIS PROJECT.



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER
2	ESTIMATE OF QUANTITIES SUMMARY
3	TYPICAL SECTION
4	HORIZONTAL ALIGNMENT DATA
5 - 6	EROSION AND SEDIMENTATION CONTROL PLAN
7	TRAFFIC CONTROL PLAN
8 - 11	ROADWAY PLAN AND PROFILE
12	EXISTING DRAINAGE AREA MAP AND CALCULATIONS
13	PROPOSED DRAINAGE AREA MAP AND CALCULATIONS
14	CULVERT LAYOUT
15 - 19	ROADWAY CROSS SECTIONS
20	*TXDOT STANDARD BC(1)-14
21 - 22	*TXDOT STANDARD BC(4)-14 TO BC(5)-14
23	*TXDOT STANDARD BC(10)-14
24	*TXDOT STANDARD BCS
25	*TXDOT STANDARD SCP-MD
26	*TXDOT STANDARD TSR(4)-13
27	*TXDOT STANDARD SMD(GEN)-08
28 - 29	*TXDOT STANDARD SMD(SLIP-1)-08 TO SMD(SLIP-2)-08
30 - 31	*TXDOT STANDARD EC(1)-16 TO EC(2)-16
32	*TXDOT STANDARD SCP-7
33	*TXDOT STANDARD ECD
34 - 36	*TXDOT STANDARD SETB-FW-S

*THE TXDOT STANDARD DETAIL SHEETS IDENTIFIED ABOVE HAVE BEEN SELECTED BY THE ENGINEER OF RECORD OR UNDER HIS RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THE PROJECT.

WILLIAMSON COUNTY
DEPARTMENT OF INTRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

WILLIAMSON COUNTY
1848

FREESE AND NICHOLS
1043 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (512) 617-3100
Fax - (512) 617-3101

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

WIC16638

GENERAL PROJECT INFO: CONSTRUCTION OF OAK HAVEN CIRCLE EXTENSION PROJECT CONSISTING OF GRADING, DRAINAGE, STRUCTURES, BASE AND SURFACE.

LIMITS: FROM THE END OF OAK HAVEN CIRCLE TO WIND RIDGE COVE APPROXIMATELY 1592 LF (0.3 MILE) IN LENGTH.

STATE OF TEXAS
J. GARRETT JOHNSTON
115779
LICENSED
PROFESSIONAL ENGINEER
12-20-2017

APPROVED AND RECOMMENDED FOR CONSTRUCTION

J. Terron Evertson 12/21/17 KOK

J. TERRON EVERTSON, P.E. COUNTY ENGINEER DATE

PROJECT: OAK HAVEN CIRCLE		PROJECT: OAK HAVEN CIRCLE		ALT	ITEM - CODE			DESCRIPTION	UNIT	TOTAL		
		CONSTRUCTION PHASE										
COUNTY: WILLIAMSON		COUNTY: WILLIAMSON										
EST.	FINAL	EST.	FINAL		ITEM NO.	DESC CODE	SP NO			EST.		FINAL
2.2					100	6001		PREPARING ROW (INCLUDING TREE REMOVAL)	AC	2.20		
1194					110	6001		EXCAVATION (ROADWAY)	CY	1194.00		
1110					132	6005		EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	1110.00		
3792					160	6003		FURNISHING AND PLACING TOPSOIL (4")	SY	3792.00		
2389					160	6003		FURNISHING AND PLACING TOPSOIL (4") (VEGETATED FILTER STRIPS)	SY	2389.00		
3792					164	6003		BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	3792.00		
2389					164	6003		BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATED FILTER STRIPS)	SY	2389.00		
3300					169	2001		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	3300.00		
3573					247	6238		FL BS (CMP IN PLC) (TY A GR 4) (12")	SY	3573.00		
715					310	6009		PRIME COAT (AE-P)	GAL	715.00		
1858					316	6001		ASPH (MULTI OPTION)	GAL	1858.00		
60					316	6175		AGGR (TY-B GR-4 SAC-B)	CY	60.00		
18					432	6002		RIPRAP (CONC)(5 IN)	CY	18.00		
140					462	6014		CONC BOX CULV (7 FT X 3 FT)	LF	140.00		
8					467	6248		SET (TY I)(S= 7 FT)(HW= 5 FT)(3:1) (C)	EA	8.00		
20					496	6043		REMOV STR (SMALL FENCE)	LF	20.00		
3					502	6001		BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3.00		
766					506	6002		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	766.00		
766					506	6011		ROCK FILTER DAMS (REMOVE)	LF	766.00		
1520					506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	1520.00		
1520					506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	1520.00		
53					530	6005		DRIVEWAYS (ACP)	SY	53.00		
4					658	6072		INSTL OM ASSM (OM-2X) (WC) GND (BI)	EA	4.00		
1					644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1.00		

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS
SEAN D. BARRY
114177
LICENSED PROFESSIONAL ENGINEER
12/20/2017

FREESE NICHOLS
10431 Morado Circle Suite 300
Austin, Texas 78759
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Fax: (512) 617-3101
Web: www.freese.com

WILLIAMSON COUNTY

OAK HAVEN CIRCLE

CIVIL

ESTIMATE OF QUANTITIES SUMMARY

NO.	ISSUES	BY	DATE

F&N JOB NO. WIC16638
DATE 12/20/2017
DESIGNED SDB
DRAWN BP
REVISED
CHECKED JNR

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

0 1"

SHEET 2

SEQ. 36

7/5/2018 9:15 AM

Microstation V8 User: sdb Office: Austin
WIC16638 N:\IF\Drawings\OAK HAVEN\CV-TRT-GN-E&O.SHT
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Plot Scale: 2.0000 ft / in. Model: Sheet
Date: Dec. 20, 2017 - 05:05:45 PM Project: Freese and Nichols, Inc.

Office: Austin WIC16638 Date: Dec. 20, 2017 - 05:05:45 PM User: sdb File: N:\IF\Drawings\OAK HAVEN\CV-TRT-GN-E&O.SHT

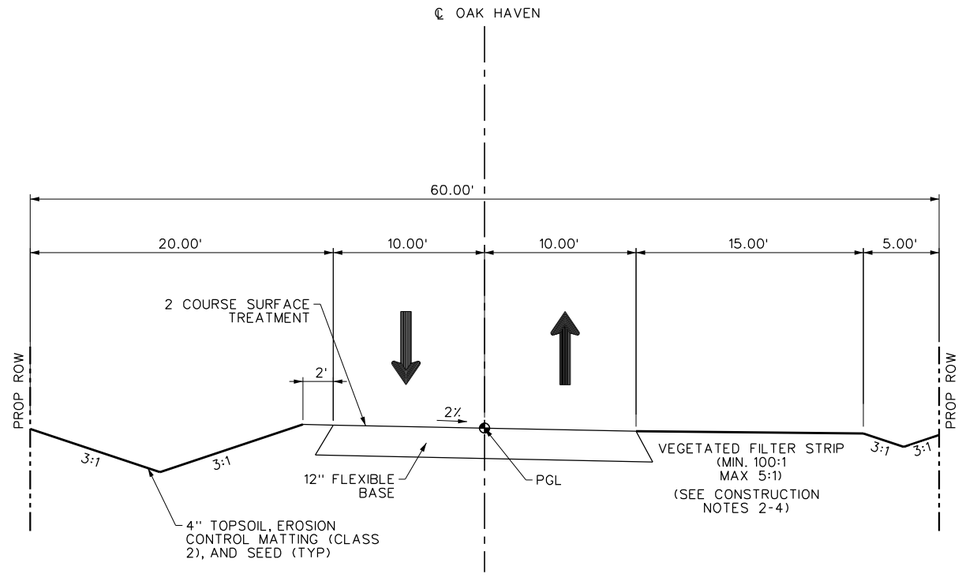
CONSTRUCTION NOTES:

1. ALL CONSTRUCTION TRAFFIC SHALL ACCESS THE PROJECT SITE FROM THE EXISTING OAK HAVEN CIRCLE.

2. CONTRACTOR SHALL STRIP AND STOCKPILE THE TOP 6-INCHES OF TOPSOIL FOR REUSE ONSITE

3. AFTER MASS GRADING IS COMPLETED, CONTRACTOR TO LOOSEN THE TOP 6" OF SOIL WITHIN ALL VEGETATED FILTER STRIP AREAS PRIOR TO PLACING THE 4" TOPSOIL LAYER.

4. CONTRACTOR TO PLANT BUFFALO GRASSES OR OTHER APPROVED NATIVE GRASS IN VEGETATED FILTER STRIP AREAS.



OAK HAVEN
PROPOSED TYPICAL SECTION

N.T.S.

SURVEY CONTROL POINTS (SURFACE)

CONTROL POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10269194.56	3185047.39	657.65	IRON ROD WITH "CONTROL" CAP
2	10268961.71	3184969.04	N/A	PK NAIL SET ON BRIDGE
3	10268777.93	3184909.51	N/A	IRON ROD WITH "CONTROL" CAP
4	10269073.40	3185010.03	650.08	PK NAIL SET IN ASPHALT

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER POLLUTION ABATEMENT PLAN
GENERAL CONSTRUCTION NOTES

1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY REGULATED ACTIVITIES. THIS NOTICE MUST INCLUDE:
- THE NAME OF THE APPROVED PROJECT;
- THE ACTIVITY START DATE; AND
- THE CONTACT INFORMATION OF THE PRIME CONTRACTOR.

2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT MUST BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED WATER POLLUTION ABATEMENT PLAN (WPAP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTORS ARE REQUIRED TO KEEP ON-SITE COPIES OF THE APPROVED PLAN AND APPROVAL LETTER.

3. IF ANY SENSITIVE FEATURE(S) (CAVES, SOLUTION CAVITY, SINK HOLE, ETC.) IS DISCOVERED DURING CONSTRUCTION, ALL REGULATED ACTIVITIES NEAR THE SENSITIVE FEATURE MUST BE SUSPENDED IMMEDIATELY. THE APPROPRIATE TCEQ REGIONAL OFFICE MUST BE IMMEDIATELY NOTIFIED OF ANY SENSITIVE FEATURES ENCOUNTERED DURING CONSTRUCTION. CONSTRUCTION ACTIVITIES MAY NOT BE RESUMED UNTIL THE TCEQ HAS REVIEWED AND APPROVED THE APPROPRIATE PROTECTIVE MEASURES IN ORDER TO PROTECT ANY SENSITIVE FEATURE AND THE EDWARDS AQUIFER FROM POTENTIALLY ADVERSE IMPACTS TO WATER QUALITY.

4. NO TEMPORARY OR PERMANENT HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF A WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, WELL, OR SENSITIVE FEATURE.

5. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS AND MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.

6. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE THE NEXT RAIN EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE STREAMS, SENSITIVE FEATURES, ETC.

7. SEDIMENT MUST BE REMOVED FROM THE SEDIMENT TRAPS OR SEDIMENTATION BASINS NOT LATER THAN WHEN IT OCCUPIES 50% OF THE BASIN$^{5}/_{32}$S DESIGN CAPACITY.

8. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING DISCHARGED OFFSITE.

9. ALL SPOILS (EXCAVATED MATERIAL) GENERATED FROM THE PROJECT SITE MUST BE STORED ON-SITE WITH PROPER E&S CONTROLS. FOR STORAGE OR DISPOSAL OF SPOILS AT ANOTHER SITE ON THE EDWARDS AQUIFER RECHARGE ZONE, THE OWNER OF THE SITE MUST RECEIVE APPROVAL OF A WATER POLLUTION ABATEMENT PLAN FOR THE PLACEMENT OF FILL MATERIAL OR MASS GRADING PRIOR TO THE PLACEMENT OF SPOILS AT THE OTHER SITE.

10. IF PORTIONS OF THE SITE WILL HAVE A TEMPORARY OR PERMANENT CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY. IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES ARE NOT REQUIRED. IF DROUGHT CONDITIONS OR INCLEMENT WEATHER PREVENT ACTION BY THE 14TH DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE.

11. THE FOLLOWING RECORDS SHALL BE MAINTAINED AND MADE AVAILABLE TO THE TCEQ UPON REQUEST:
- THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR;
- THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; AND
- THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.

12. THE HOLDER OF ANY APPROVED EDWARD AQUIFER PROTECTION PLAN MUST NOTIFY THE APPROPRIATE REGIONAL OFFICE IN WRITING AND OBTAIN APPROVAL FROM THE EXECUTIVE DIRECTOR PRIOR TO INITIATING ANY OF THE FOLLOWING:
A. ANY PHYSICAL OR OPERATIONAL MODIFICATION OF ANY WATER POLLUTION ABATEMENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO PONDS, DAMS, BERMS, SEWAGE TREATMENT PLANTS, AND DIVERSIONARY STRUCTURES;
B. ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY APPROVED OR A CHANGE WHICH WOULD SIGNIFICANTLY IMPACT THE ABILITY OF THE PLAN TO PREVENT POLLUTION OF THE EDWARDS AQUIFER;
C. ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED AS UNDEVELOPED IN THE ORIGINAL WATER POLLUTION ABATEMENT PLAN.

AUSTIN REGIONAL OFFICE
12100 PARK 35 CIRCLE, BUILDING A
AUSTIN, TEXAS 78753-1808
PHONE (512) 339-2929
FAX (512) 339-3795

SAN ANTONIO REGIONAL OFFICE
14250 JUDSON ROAD
SAN ANTONIO, TEXAS 78233-4480
PHONE (210) 490-3096
FAX (210) 545-4329

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
STATE OF TEXAS
SEAN D. BARRY
114177
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10431 Morado Circle Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

WILLIAMSON COUNTY

OAK HAVEN CIRCLE

CIVIL

TYPICAL SECTION

NO.	ISSUES	BY	DATE

FAN JOB NO. WIC16638
DATE 12/20/2017
DESIGNED SDB
DRAWN BP
REVISED
CHECKED JNR

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

0 1"

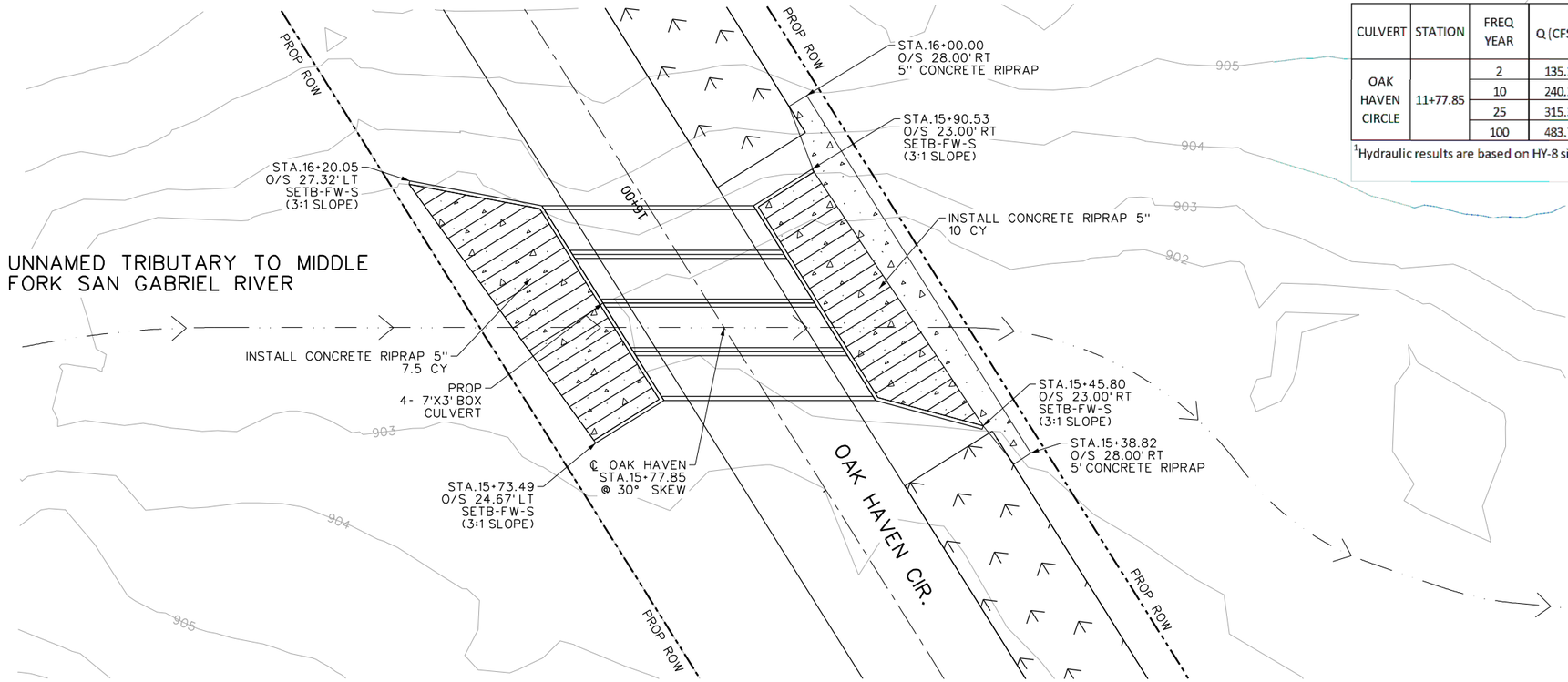
SHEET 3
SEQ. 36

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Plot Scale: 40.0000 '/ In. Model: Default
Date: Dec. 20, 2017 - 05:05:46 PM Project: Freese and Nichols, Inc.

7/5/2018 9:15 AM

CULVERT	STATION	FREQ YEAR	Q (CFS)[1]	PROPOSED CULVERTS				EXISTING CROSSING		
				DESCRIPTION	HW ELEV	TW ELEV	V (FT/SEC)	US WS ELEV	DS WS ELEV	V (FT/SEC)
OAK HAVEN CIRCLE	11+77.85	2	135.2	(4) 7'X3' RCB	904.17	902.96	1.82	903.98	902.96	2.54
		10	240.2		904.31	903.44	3.24	904.46	903.44	2.78
		25	315.3		904.47	903.67	4.25	904.70	903.67	2.95
		100	483.7		904.97	904.10	6.52	905.15	904.10	3.25

[1] Hydraulic results are based on HY-8 simulation.

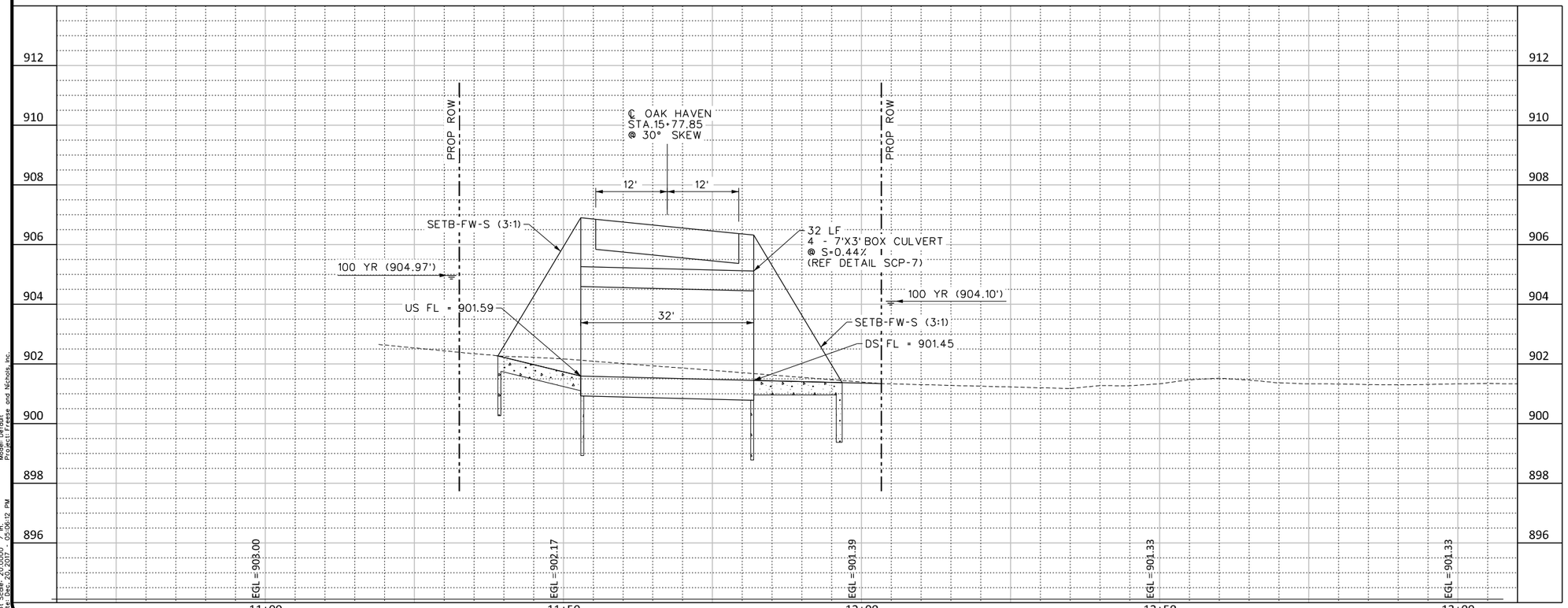


LEGEND

STREAM CENTERLINE

EXISTING GROUND

EXISTING CONTOURS



0 10' 20'
SCALE IN FEET
0 1' 2' 4'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
STATE OF TEXAS
J. GARRETT JOHNSTON
115779
LICENSED PROFESSIONAL ENGINEER
12/20/2017
FREESE NICHOLS
10431 Morado Circle Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

WILLIAMSON COUNTY

OAK HAVEN CIRCLE

CIVIL

CULVERT LAYOUT

NO.	ISSUES	BY	DATE

FAN JOB NO. WIC16638
DATE 12/20/2017
DESIGNED JGJ
DRAWN BP
REVISED
CHECKED KPP

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

SHEET 14
SEQ. 36

Microstation V8 User: sdb Office: Austin
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Plot Date: Dec. 20, 2017 - 05:06:12 PM Model: Default
Plot Scale: 20.0000 ' / In. Project: Freese and Nichols, Inc.

7/5/2018 9:15 AM

Culvert Station and/or Creek name followed by applicable end (Lt, Rt or Both)	Description of Box Culvert No. Spans ~ Span X Height	Max Fill Height (Ft)	Applicable Box Culvert Standard (4)	Applicable Wingwall or End Treatment Standard	Skew Angle (0°,15°, 30° or 45°)	Side Slope or Channel Slope Ratio (SL:1)	T Culvert Top Slab Thickness (In)	U Culvert Wall Thickness (In)	C Estimated Curb Height (Ft)	Hw (1) Height of Wingwall (Ft)	A Curb to End of Wingwall (Ft)	B Offset of End of Wingwall (Ft)	Lw Length of Longest Wingwall (Ft)	Ltw Culvert Toewall Length (Ft)	Atw Anchor Toewall Length (Ft)	Riprap Apron (C.Y.)	Class "C" Conc (Curb) (2) (C.Y.)	Class "C" Conc (Wingwall) (3) (C.Y.)	Total Wingwall Area (S.F.)
UNNAMED TRIB TO MIDDLE FORK SAN GABRIEL (LT)	4- 7'x3'	3.3	SCP-7	SETP-FW-S	30	3:1	8	8	1.6	5	13.3	13.4	19.3	33.3	47.0	7.5	0.99	9.5	82.1
UNNAMED TRIB TO MIDDLE FORK SAN GABRIEL (RT)	4- 7'x3'	2.3	SCP-7	SETP-FW-S	30	3:1	8	8	1.2	5	10.4	12.0	16.0	33.3	45.3	5.9	0.74	8.5	64.7

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.

DATE:
FILE:

NOTES:

Skew Angle = 0° for SW-0, FW-0, SETB-CD, SETB-SW-0, and SETB-FW-0 standards.
30° Maximum for Safety End Treatment

SL:1 = Horizontal:1 Vertical
Side Slope at culvert for Flared or Straight Wingwalls. Channel Slope for Parallel Wingwalls.
Slope shall be 3:1 or flatter for Safety End Treatments.

T = Box Culvert Top Slab Thickness. Dimension can be found on the applicable Box Culvert Standard.

U = Box Culvert Wall Thickness. Dimension can be found on the applicable Box Culvert Standard.

C = Curb Height.

See applicable wing or end treatment standards for calculations of Hw, A, B, Lw, Ltw, Atw, and Total Wingwall Area.
Hw = Height of Wingwall.
A = Distance from Face of Curb to End of Wingwall (Not applicable to Parallel or Straight Wingwalls).
B = Offset of End of Wingwall (Not applicable to Parallel or Straight Wingwalls).
Lw = Length of Longest Wingwall.
Ltw = Length of Culvert Toewall (Not applicable when using Riprap Apron).
Atw = Length of Anchor Toewall (Applicable to Safety End Treatment only).
Total Wingwall Area = Wingwall area in S.F. for two wingwalls (one structure end) if Lt or Rt.
Area for four wingwalls (two structure ends) if Both.

(1) The wall heights shown will be rounded to the nearest Foot for bidding purposes.

(2) Concrete volume shown is for box culvert curb only. For curbs using the RAC standard, quantities shown must be increased by a factor of 2. If Class "S" concrete is required for the top slab of the culvert, the curb concrete shall also be Class "S". Curb concrete is considered part of the Box Culvert for payment.

(3) Concrete volume shown is total of wing, footing, culvert toewall (if any), anchor toewall (if any) and wingwall toewall. Riprap apron, culvert and curb quantities are not included.

(4) Regardless of the type of culvert shown on this sheet, the Contractor shall have the option of furnishing cast-in-place or precast culverts unless otherwise shown elsewhere on the plans. If the Contractor elects to provide culverts of a different type than those shown on this sheet, it shall be the Contractor's responsibility to make the necessary adjustments to the dimensions and quantities shown.

SPECIAL NOTE:

This sheet is a supplement to the Box Culvert standards. It is to be filled out by the culvert specifier and provides dimensions for the construction of the Box Culvert Wingwalls and Safety End Treatments.

An Excel 97 spreadsheet to assist in completing this table can be downloaded from the Bridge Standards (English) web page on the TxDOT web site. The completed sheet shall be signed, sealed, and dated by a licensed Professional Engineer.

Texas Department of Transportation

Bridge Division Standard

BOX CULVERT SUPPLEMENT
WINGS AND END TREATMENTS

BCS

FILE: bcsstde1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				24

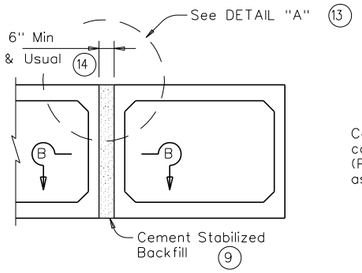
Williamson County, Texas

Bid 1606-241

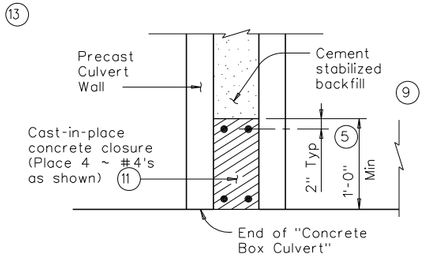
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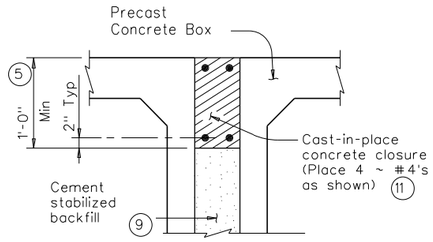
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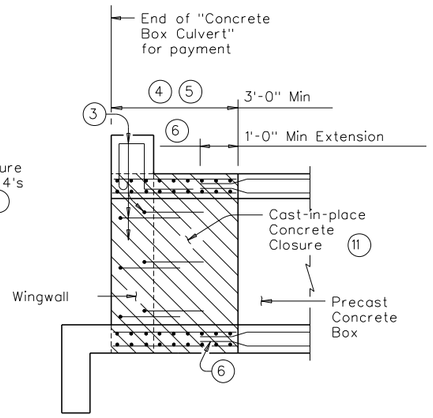
MULTIPLE UNIT PLACEMENT



SECTION B-B

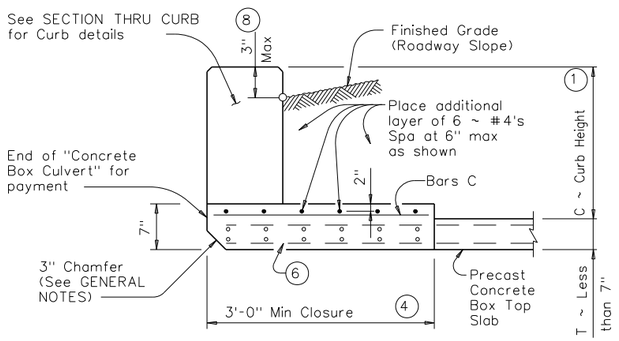


DETAIL "A" (13)

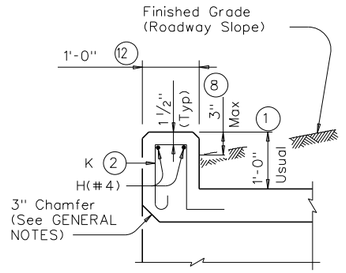


WINGWALL CONNECTION

(Also applies to Safety
End Treatment)

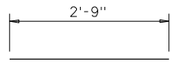


SECTION THRU TOP SLABS LESS THAN 7"

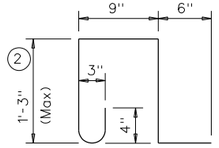


SECTION THRU CURB

(10) QUANTITIES PER FOOT OF CURB	
Reinforcing Steel	4.18 Lb
Concrete	0.037 CY



BARS C ~ #4
(Spa = 1'-0" Max)



BARS K ~ #4
(Spa = 1'-0" Max)
(Length = 4'-3")

(1) 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECD standard. For structures with T6 traffic rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.

(2) For curbs less than 1'-0" high, tilt Bars K or reduce bar height as necessary to maintain cover. For curbs less than 3" high, Bars K may be omitted.

(3) Curb, Wingwall or Safety End Treatment reinforcing shall extend into concrete closure. Any reinforcing that does not fit into the closure shall be bent or trimmed as necessary.

(4) Cast-in-place concrete closure shall be 3'-0" min. Boxes shall be cast short or broken back in the field. All reinforcing in the closure shall be the same size and spacing as in the precast box section. Except where shown otherwise, the cast-in-place closure shall be flush with the inside and outside faces of the precast box section.

(5) For multiple unit placements the length of the closure for the interior walls may be adjusted as necessary. The length of the top slab, bottom slab, and exterior wall closure shall not be less than 3'-0". See Section B-B detail when interior walls are cast full length.

(6) Precast box reinforcing shall extend a minimum of 1'-0" into concrete closure (Typ).

(7) Bands of reinforcing matching the inside and outside face reinforcing shall be placed in the gaps of the top and bottom slabs. A band matching the outside face reinforcing of the wall shall be placed in the gaps of the walls (placed in the outside face only). The bands shall be tack welded to the exposed reinforcing at each point of contact.

(8) For vehicle safety, the following requirements must be met:
- For structures without bridge rail, curbs shall project no more than 3" above finished grade.
- For structures with bridge rail, curbs shall be flush with finished grade.

Curb heights shall be reduced, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

(9) Cement Stabilized Backfill between boxes is considered part of the Box Culvert for payment.

(10) All curb concrete and reinforcing is considered part of the Box Culvert for payment.

(11) Any additional concrete and reinforcing required for the closures shall be considered as subsidiary to the Concrete Box Culvert.

(12) 1'-0" typical. 2'-0" when RAC standard is referred to elsewhere in the plans.

(13) For multiple unit placement with overlay, with 1 to 2 course surface treatment, or with the top slab as the final riding surface, provide wall closure as shown in DETAIL "A".

(14) This dimension may be increased with approval of the Engineer to allow the precast boxes to be tunneled or jacked in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box". No payment will be made for any additional material in the gap between adjacent boxes.

GENERAL NOTES:

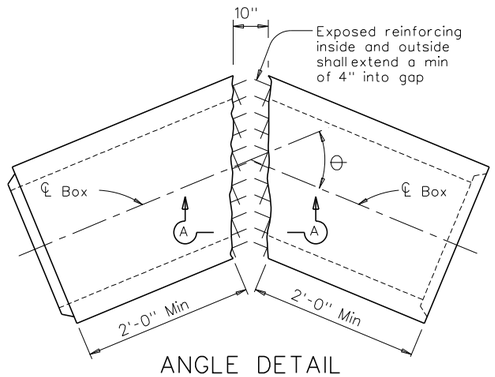
Designed according to AASHTO LRFD Specifications.

All closure concrete shall be Class "C" with a minimum compressive strength of 3600 psi and shall be placed according to the Item, "Concrete Substructures".

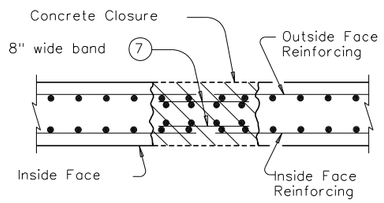
Any additional concrete required for the closures shall be considered as subsidiary to the Concrete Box Culvert.

Refer to the Single Box Culverts Precast standard for details not shown.

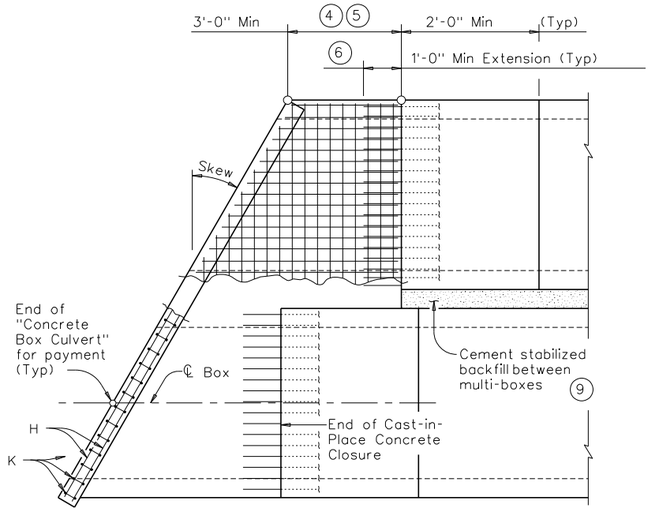
The bottom edge of the top slab closure shall be chamfered 3 inches at the entrance.



ANGLE DETAIL



SECTION A-A



PLAN OF SKEWED ENDS

(Showing multi-box placement)

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

BOX CULVERTS PRECAST MISCELLANEOUS DETAILS

SCP-MD

FILE: scpmdsts.dgn	DN: GAF	CK: LMW	DW: BWH/TxDOT	CK: GAF
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	DIST	COUNTY		SHEET NO.
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BOX DATA

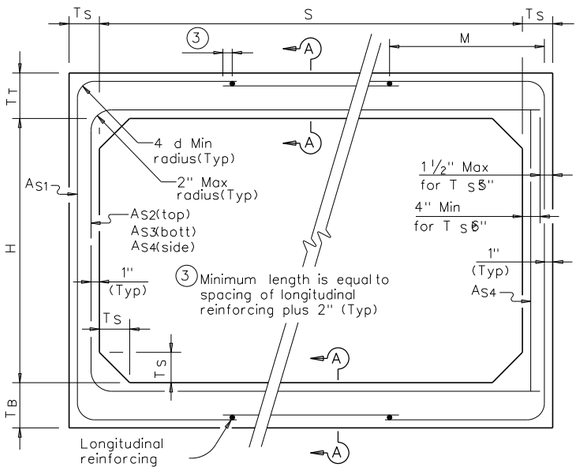
SECTION DIMENSIONS					Fill Height	M (Min)	REINFORCING (in ²/ft) ②								Lift Weight (Tons) ①
S (ft)	H (ft)	T_T (in)	T_B (in)	T_S (in)	(ft)	(in)	A_{S1}	A_{S2}	A_{S3}	A_{S4}	A_{S5}	A_{S6}	A_{S7}	A_{S8}	
7	4	8	8	8	<2	-	0.21	0.34	0.25	0.19	0.19	0.19	0.19	0.19	10.4
7	4	8	8	8	2<3	43	0.23	0.28	0.28	0.19	-	-	-	-	10.4
7	4	8	8	8	3-5	43	0.19	0.22	0.19	0.19	-	-	-	-	10.4
7	4	8	8	8	10	43	0.19	0.23	0.23	0.19	-	-	-	-	10.4
7	4	8	8	8	15	41	0.24	0.30	0.30	0.19	-	-	-	-	10.4
7	4	8	8	8	20	41	0.31	0.38	0.39	0.19	-	-	-	-	10.4
7	4	8	8	8	25	41	0.38	0.47	0.48	0.19	-	-	-	-	10.4
7	4	8	8	8	30	41	0.46	0.57	0.57	0.19	-	-	-	-	10.4
7	5	8	8	8	<2	-	0.19	0.36	0.27	0.19	0.19	0.19	0.19	0.19	11.2
7	5	8	8	8	2<3	47	0.21	0.31	0.31	0.19	-	-	-	-	11.2
7	5	8	8	8	3-5	43	0.19	0.24	0.21	0.19	-	-	-	-	11.2
7	5	8	8	8	10	43	0.19	0.25	0.26	0.19	-	-	-	-	11.2
7	5	8	8	8	15	41	0.21	0.32	0.33	0.19	-	-	-	-	11.2
7	5	8	8	8	20	41	0.27	0.41	0.42	0.19	-	-	-	-	11.2
7	5	8	8	8	25	41	0.33	0.51	0.52	0.19	-	-	-	-	11.2
7	5	8	8	8	30	41	0.40	0.61	0.62	0.19	-	-	-	-	11.2
7	6	8	8	8	<2	-	0.19	0.38	0.30	0.19	0.19	0.19	0.19	0.19	12.0
7	6	8	8	8	2<3	59	0.19	0.33	0.34	0.19	-	-	-	-	12.0
7	6	8	8	8	3-5	47	0.19	0.25	0.23	0.19	-	-	-	-	12.0
7	6	8	8	8	10	43	0.19	0.26	0.27	0.19	-	-	-	-	12.0
7	6	8	8	8	15	41	0.19	0.34	0.35	0.19	-	-	-	-	12.0
7	6	8	8	8	20	41	0.24	0.43	0.45	0.19	-	-	-	-	12.0
7	6	8	8	8	25	41	0.29	0.53	0.55	0.19	-	-	-	-	12.0
7	6	8	8	8	30	41	0.35	0.64	0.65	0.19	-	-	-	-	12.0
7	7	8	8	8	<2	-	0.19	0.40	0.33	0.19	0.19	0.19	0.19	0.19	12.8
7	7	8	8	8	2<3	59	0.19	0.36	0.37	0.19	-	-	-	-	12.8
7	7	8	8	8	3-5	59	0.19	0.27	0.25	0.19	-	-	-	-	12.8
7	7	8	8	8	10	47	0.19	0.27	0.29	0.19	-	-	-	-	12.8
7	7	8	8	8	15	43	0.19	0.35	0.37	0.19	-	-	-	-	12.8
7	7	8	8	8	20	43	0.22	0.44	0.46	0.19	-	-	-	-	12.8
7	7	8	8	8	25	43	0.27	0.54	0.57	0.19	-	-	-	-	12.8
7	7	8	8	8	30	41	0.32	0.65	0.67	0.19	-	-	-	-	12.8
7	3	8	8	8	<2	-	0.28	0.36	0.24	0.19	0.21	0.19	0.19	0.19	9.6
7	3	8	8	8	30	58	0.53	0 .49	0.50	0.19	-	-	-	-	9.6

⑤

① For Box Length = 8'-0"

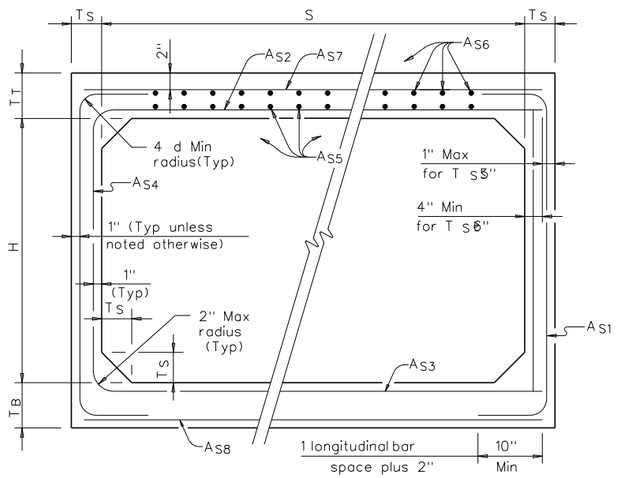
② A_{S1} thru A_{S4}, A_{S7} and A_{S8} are minimum required areas of reinforcement per linear foot of box length. A_{S5} and A_{S6} are minimum required areas of reinforcement per linear foot of box width.

⑤ These designs were created by TxDOT and are not shown in the ASTM Specifications.



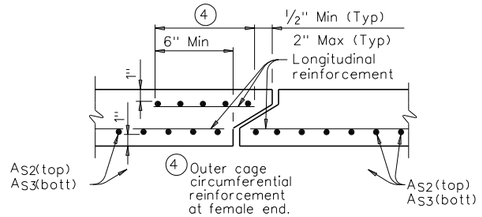
CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT



SECTION A-A

(TOP AND BOTTOM SLAB JOINT REINFORCEMENT)

GENERAL NOTES:

Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.

All concrete shall be Class "H" Concrete with a minimum compressive strength of 5,000 psi.

See SCP-MD standard sheet for miscellaneous details and notes not shown.

In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

SINGLE BOX CULVERTS PRECAST

7'-0" SPAN

SCP-7

FILE: scp07sts.dgn	DN: GAF	CK: LMW	DW: BWH/TxDOT	CK: GAF
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REVISIONS				
	DIST	COUNTY		SHEET NO.
				32

Bid 1806-241

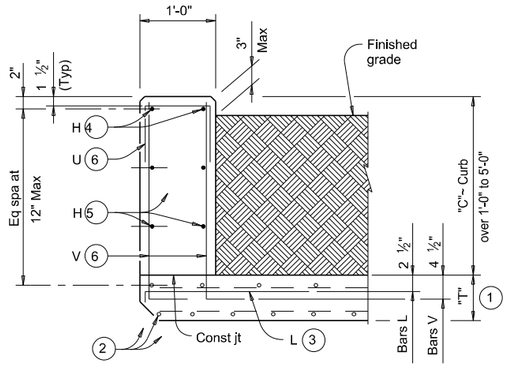
Williamson County, Texas

7/5/2018 9:15 AM

p. 69

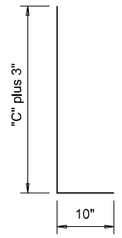
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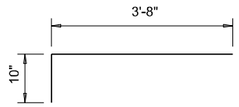


TYPICAL SECTION

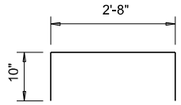
Used for curbs over 1'-0" to 5'-0"



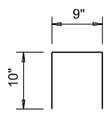
BARS V (#5) 6
Spaced at 12" Max



BARS L (#5) 3
Spaced at 12" Max



OPTIONAL BARS L (#5) 3 7
Spaced at 12" Max



BARS U (#4) 6
Spaced at 12" Max

1. "T" is equal to the culvert top slab thickness. For precast boxes with slabs less than 7" thick, see SCP-MD standard for additional details.
2. Adjust normal culvert slab bars as necessary to clear obstructions.
3. Place bars L as shown. Tilt hook as necessary to maintain cover.
4. Place normal culvert curb bars H(#4) as shown. Adjust as necessary to clear obstructions.
5. Additional bars H(#4) as required to maintain 12" Max spacing.
6. Replace normal culvert curb bars K with one bar U and two bars V as shown spaced at 12" Max. Adjust length of bars V as necessary to maintain clear cover.
7. Optional bars L are to be used only for precast box culverts with 3'-0" closure pour.
8. Quantities shown are for Contractor's information only. Quantities are per linear foot of curb length. The value in table can be interpolated for intermediate values of curb height, "C". Quantity includes bars K (when applicable).

TABLE OF ESTIMATED CURB QUANTITIES (8)

Curb Height "C"	Conc (CY/LF)	Reinf Steel (Lb/LF)
1'-0"	0.037	8.9
1'-6"	0.056	14.3
2'-0"	0.074	15.4
2'-6"	0.093	17.7
3'-0"	0.111	18.8
3'-6"	0.130	21.2
4'-0"	0.148	22.2
4'-6"	0.167	24.6
5'-0"	0.185	25.6

CONSTRUCTION NOTES:

Adjust reinforcing steel as necessary to provide 1 ¼" cover.

For vehicle safety, top of the curb must not project more than 3" above the finished grade.

MATERIAL NOTES:

Provide Grade 60 reinforcing steel.

Provide Class "C" concrete (f'c = 3,600 psi) minimum for curbs.

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.

These extended curb details have sufficient strength to allow for future retrofit of Type T631 or T631LS railing. These details are suitable for use with PR1, PR2 and PR3 type rails. These details are not suitable for the mounting of other rail types. For new construction using T631 or T631LS railing, use the T631-CM standard.

This Curb is considered as part of the Box Culvert for payment.

Cover dimensions are clear dimensions, unless noted otherwise.

Reinforcing bar dimensions shown are out-to-out of bar.

Texas Department of Transportation

Bridge Division Standard

EXTENDED CURB DETAILS

FOR BOX CULVERTS WITH CURBS OVER 1'-0" TO 5'-0" TALL

ECD

FILE: ecdstde1.dgn	DN: GAF	CK: TxDOT	DW: TxDOT	CK: GAF
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REVISIONS				
03-16: General Notes added T631-CM.	DIST	COUNTY		SHEET NO.
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TABLE OF DIMENSIONS & REINFORCING STEEL
(Wings for One Structure End)

Maximum Wingwall Height (10) Hw	W	X	Y	Z	Variable Reinforcing Bars J 1 Size	Bars J 1 Spa	Bars J 2 Size	Bars J 2 Spa	Estimated Quantities per ft of wing length (2~Wings) (3) Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'- 8"	1'- 9"	1'- 3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'- 2"	2'- 0"	1'- 6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'- 8"	2'- 3"	1'- 9"	8"	#4	6"	#4	6"	81.49	0.535
10'-0"	5'- 2"	2'- 6"	2'- 0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'- 8"	2'- 9"	2'- 3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'- 2"	3'- 0"	2'- 6"	9"	#7	6"	#5	6"	162.29	0.721

TABLE OF WINGWALL REINFORCING (2~Wings)

Bar	Size	No.	Spa
DL & DS	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
RL	#5	3	~
RS	#5	3	~
V	#4	~	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES

Bar	Size	No.	Spa
L	#4	~	1'-6"
Q	#4	1	~
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

TABLE OF ESTIMATED ANCHOR TOEWALL QUANTITIES

Bar	Size	No.	Spa
K	#4	~	1'-0"
N	#5	6	~
OL	#4	3	~
OS	#4	3	~
Reinf (Lb/Ft)			9.82
Conc (CY/Ft)			0.074

(1) Extend Bars P 3'-0" minimum into bottom slab of Box Culvert.

(2) Adjust to fit as necessary to maintain 1¼" clear cover and 4" minimum between bars.

(3) Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings multiply the tabulated values by 0.5(A +Lw).

(4) Recommended values of Slope are: 3:1, 4:1, & 6:1. Slope shall be 3:1 or flatter.

(5) When shown elsewhere on the plans, a 5" deep concrete riprap shall be constructed. Payment for riprap shall be as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, construction joints or grooved joints, oriented in the direction of flow, and shall extend across the full distance of the riprap, at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.

(6) At Contractor's option, Culvert Toewall may be ended flush with Wingwall Toewall. Adjust reinforcing from that shown as necessary.

(7) 3" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures without railing and curbs taller than 1'-0", refer to ECD standard.

(8) For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

(9) Culvert Skew (limited to 15° or 30°)

(10) See "Table Of Maximum Wing Heights" for various slopes. Height is limited based on a 33'-6" maximum safety pipe runner length.

(11) Typical Wingwall angle for all skews.

TABLE OF MAXIMUM WING HEIGHTS (Hw max) (10)

Side Slope	Hw max
3:1	11'- 5"
4:1	8'-10"
6:1	6'- 1"

WING DIMENSION CALCULATIONS:

Formulas: (All values are in Feet)

Hw = H + T + C - 0.250' (10)

A = (Hw - 0.333') (SL)

B = (A) [Tangent (0 +15°)]

Lw = (A) [Cosine (0 +15°)]

For Cast-in-place culverts:

Ltw = [(N) (S) + (N+ 1) (W)] (Cosine ±0) —

For Precast culverts:

Ltw = [(N) (2U + S) + (N+ 1) (0.500')] (Cosine ±θ) —

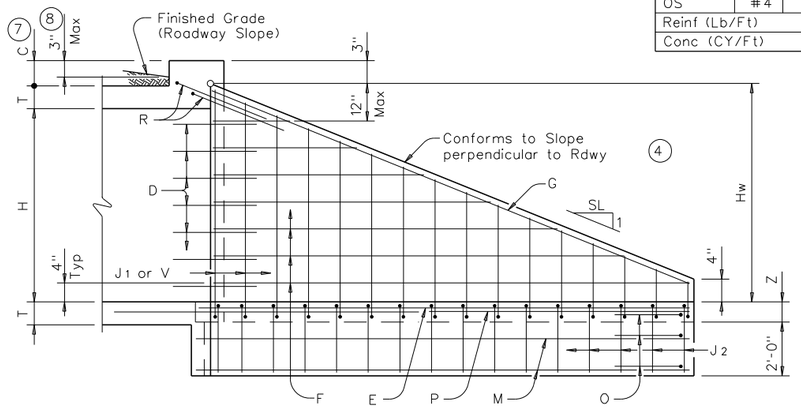
Lc = (Ltw) + (2U) (Cosine θ) —

Atw = (Lc) + (W)

Total Wingwall Area (Two Wings ~ S.F.)
= (0.5) (Hw +0.333') (Lw + A)+

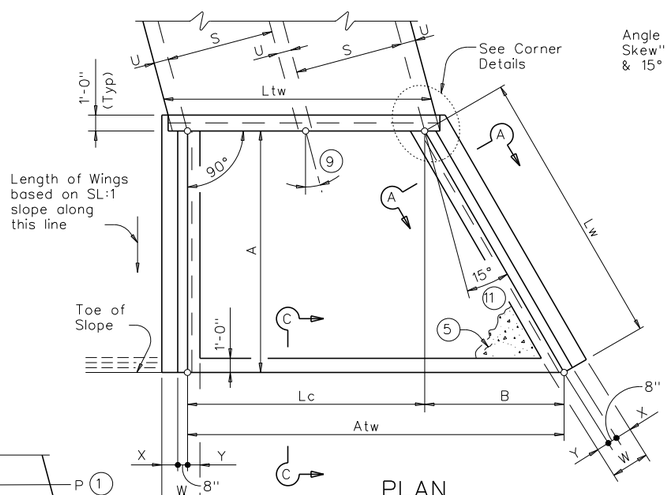
Hw = Height of Wingwall
SL:1 = Side Slope Ratio (Horizontal : 1 Vertical)
Lw = Length of Wingwall
Ltw = Culvert Toewall Length
Lc = Culvert Curb between Wings
Atw = Anchor Toewall Length
N = Number of Culvert Spans
θ = Culvert Skew

See applicable box culvert standard for H, S, T, and U values. See Table of Maximum Wall Heights for limits on Hw.



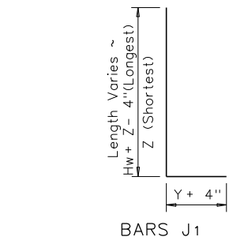
INSIDE ELEVATION OF WINGWALL

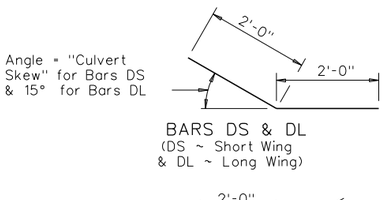
(Showing reinforcing. Culvert and Culvert Toewall reinforcing not shown for clarity.)

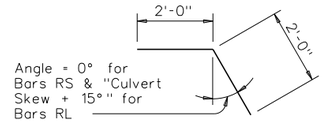


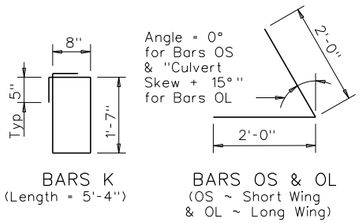
PLAN

(Showing dimensions and 15° Skew.)









GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.

The Safety End Treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the Pipe Runners.

Pipe Runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.

All reinforcing steel shall be Grade 60.

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.

All reinforcing bars shall be adjusted to provide a minimum of 1¼" clear cover.

When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.

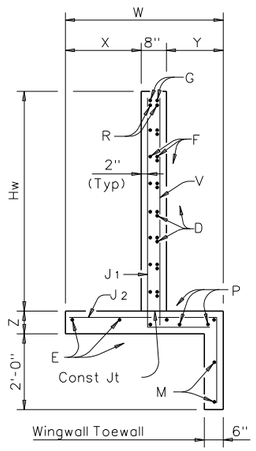
See BCS sheet for additional dimensions and information.

All bolts, nuts, washers, brackets, angles, and pipe runners are considered parts of the Safety End Treatment for payment.

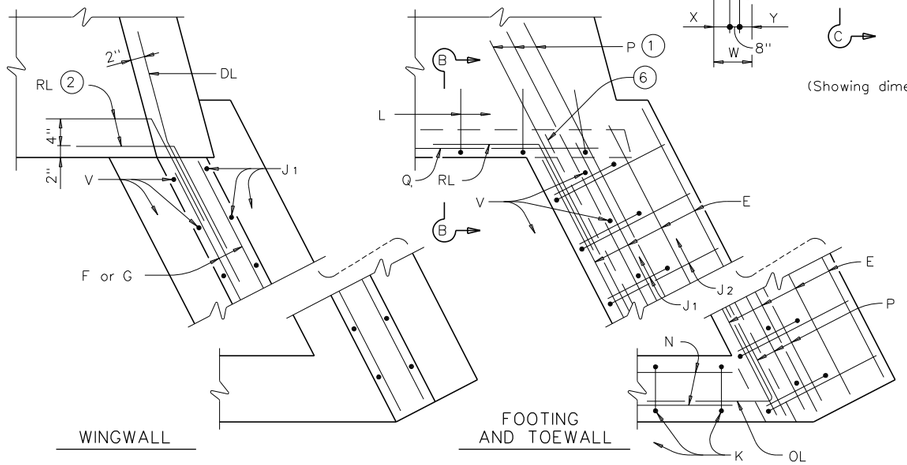
Pipe Runners shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52.

Bolts and nuts shall conform to ASTM A307. Steel plates shall conform to ASTM A36. All steel components, except reinforcing, shall be galvanized. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

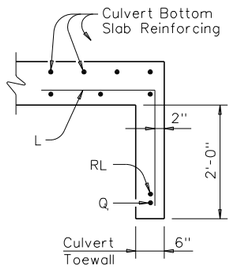


SECTION A-A

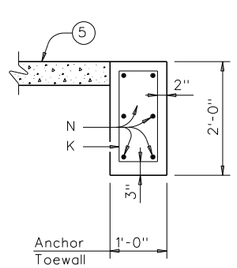


CORNER DETAILS

(Culvert and Culvert Toewall reinforcing not shown for clarity.)



SECTION B-B (5)



SECTION C-C

SHEET 1 OF 3

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 15° & 30° SKEW BOX CULVERTS
TYPE I ~ CROSS DRAINAGE

SETB-FW-S

FILE: setbfsse.dgn	DN: GAF	CK: CAT	DW: TxDOT	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
11-10: Add note for synthetic fibers.	DIST	COUNTY		SHEET NO. 34

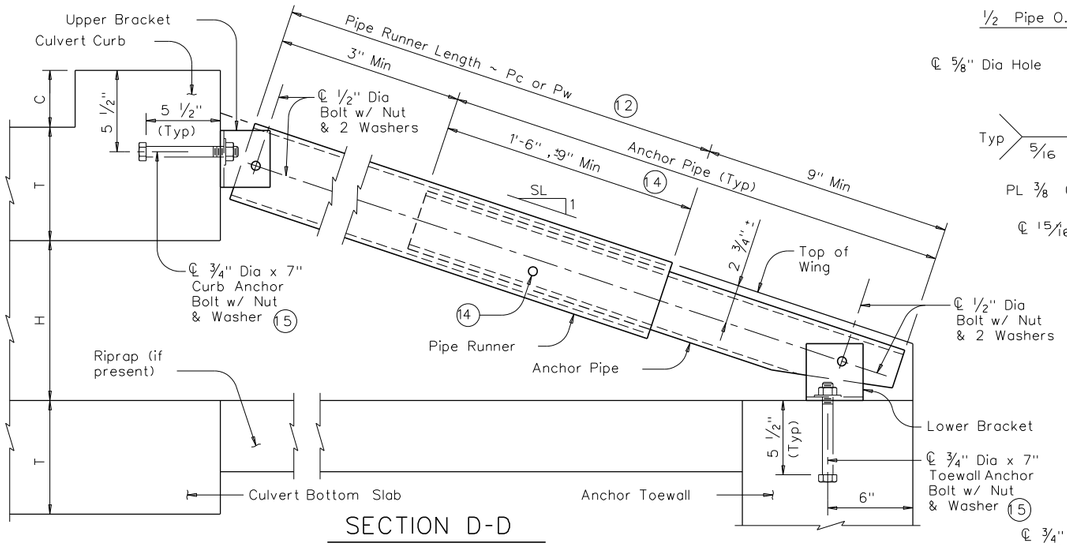
Bid 1806-241

Williamson County, Texas

7/5/2018 9:15 AM

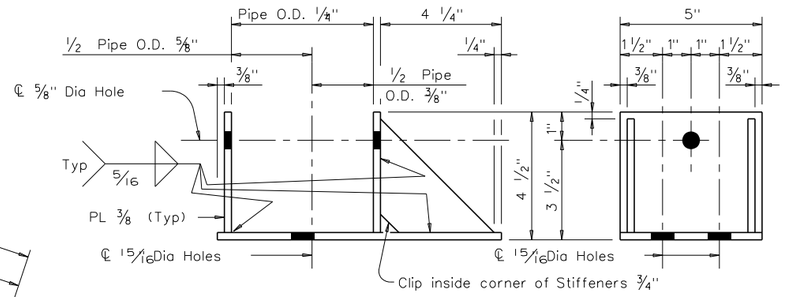
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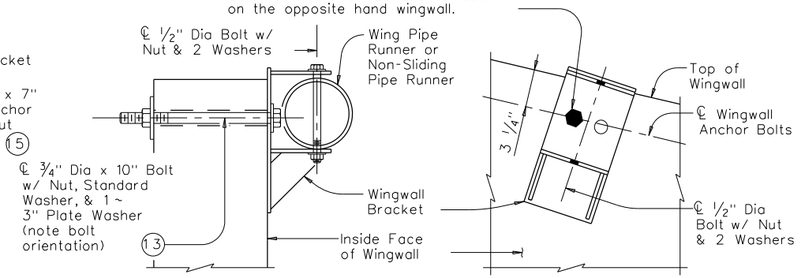
SECTION D-D

(Showing Curb Pipe Runner. Except for upper bracket, Wingwall Pipe Runners are similar.)



ELEVATION SIDE VIEW

3/4" Anchor Bolt shall be installed in hole nearest to the culvert curb. Other bolt hole is intended for use on the opposite hand wingwall.

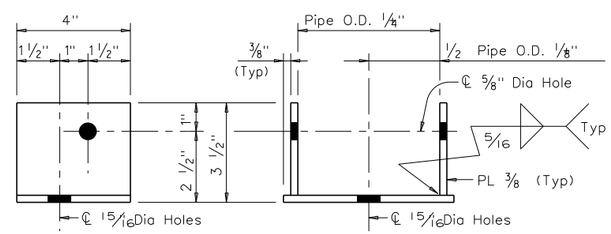


SECTION E-E (Showing installed bracket.)

ELEVATION (Showing installed bracket normal to Wall. Pipe not shown for clarity.)

Note: Wingwall Bracket shall match the Upper Curb Bracket size.

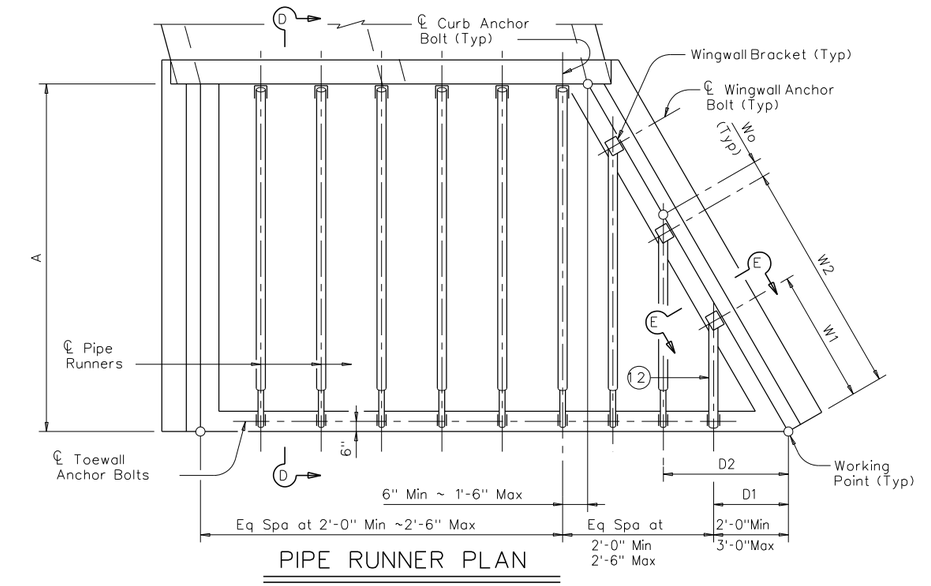
WINGWALL BRACKET DETAILS



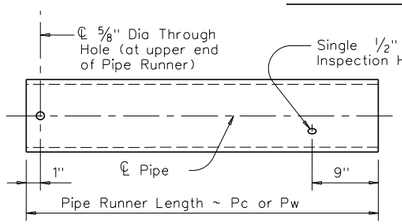
SIDE VIEW ELEVATION

Note: Upper and Lower Brackets shall, except for the brackets used with Non-Sliding Pipe Runners, match the required pipe diameters as shown in the table.

UPPER & LOWER BRACKET DETAILS

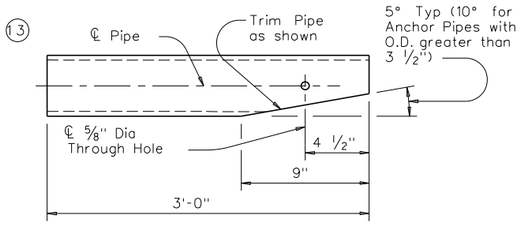


PIPE RUNNER PLAN

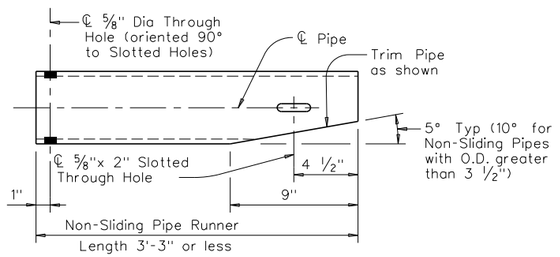


Note: Pipe diameter required for curb pipe runner shall also be used for wingwall pipe runner.

PIPE RUNNER DETAILS



ANCHOR PIPE DETAILS



Note: Pipe size shall be same as required for curb pipe runner. Adjust the corresponding Lower Bracket accordingly.

NON-SLIDING PIPE RUNNER DETAILS

MAXIMUM PIPE RUNNER LENGTHS & REQUIRED PIPE RUNNER AND ANCHOR PIPE SIZES

Maximum Pipe Runner Length (Pc or Pw)	Required Pipe Runner Size			Required Anchor Pipe Size		
	Pipe Size	Pipe O.D.	Pipe I.D.	Pipe Size	Pipe O.D.	Pipe I.D.
9'-4"	3" STD	3.500"	3.068"	2" STD	2.375"	2.067"
19'-0"	4" STD	4.500"	4.026"	3" STD	3.500"	3.068"
33'-6"	5" STD	5.563"	5.047"	4" STD	4.500"	4.026"

(12) If Pipe Runner Length Pw is 1'-9" or less, a single Non-Sliding Pipe Runner shall replace the normal Pipe Runner and Anchor Pipe. See NON-SLIDING PIPE RUNNER DETAILS for additional information.

(13) At Contractor's option, 7/8" diameter hole may be formed or cored drilled. Percussion drilling is not permitted. Adjust placement of reinforcing steel as necessary to avoid bolt holes.

(14) After installation of Pipe Runner, the 1/2" inspection hole shall be utilized to ensure that the lap of the Anchor Pipe with the Pipe Runner is adequate.

(15) At Contractor's option, an epoxy anchorage system may be used. Anchorage system chosen must be able to achieve an ultimate tensile resistance of 20 kips. Anchor diameter shall be 3/4". The Contractor must provide evidence to the Engineer that this can be achieved. Evidence of adequate tensile resistance can be based on the manufacturer's published values of ultimate tensile strength (anchor spacing and edge distance must be accounted for). Anchor installation, including hole size, drilling, and clean-out, must be in accordance with the manufacturer's recommendations.

PIPE RUNNER DIMENSION CALCULATIONS:

Formulas:
W"n" = (K3) (D"n") (Wo)
Pw"n" = (D"n") (K2) (2.063)
Pw1 Non-Sliding Pipe Runner (If required) = (D1) (K2) (0.563)
Pc = (A) (K1) (1.688)

W"n" = Distance from Working Point to centerline Anchor Bolt measured along bottom inside face of Wing
D"n" = Distance from Working Point to centerline Pipe Runner measured along outside face of Anchor Toewall
Pw = Wingwall Pipe Runner Length
Pc = Curb Pipe Runner Length
K = Constant Values for use in formulas

Slope SL:1	K1	K2~15° Skew	K2~30° Skew
3:1	~ 1.054	~ 1.826	~ 1.054
4:1	~ 1.031	~ 1.785	~ 1.031
6:1	~ 1.014	~ 1.756	~ 1.014

K3 = 15° Skew ~ 2.000
30° Skew ~ 1.414
"n" = Wing Pipe Runner Number
Wo = 15° Skew ~ 5"
30° Skew ~ 2 1/2"

SHEET 2 OF 3

Texas Department of Transportation — Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 15° & 30° SKEW BOX CULVERTS
TYPE I ~ CROSS DRAINAGE

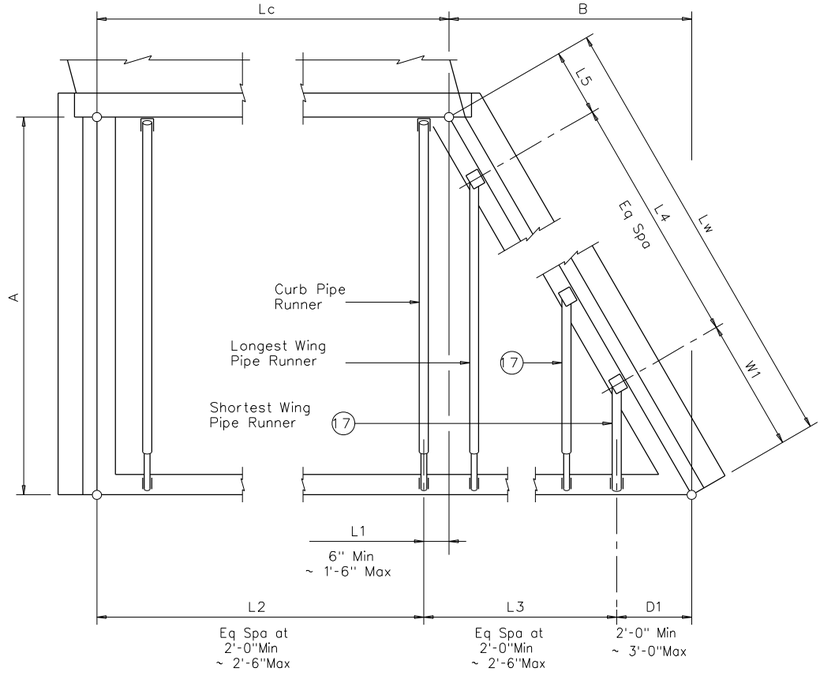
SETB-FW-S

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11-10: Add note for synthetic fibers.	DIST	COUNTY		SHEET NO. 35

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Bid 1806-241

Culvert Station and/or Creek name followed by applicable end (Lt, Rt or Both) (16)	Lc	L1	L2			D1	L3			W1	L4			L5	Curb Pipe Runner (Pc)		Longest Wing Pipe Runner (Pw)	Shortest Wing Pipe Runner (Pw)	Non-Sliding Wing Pipe Runner (if applicable)	Curb, Wing, and/or Non-Sliding Pipe Runners		3'-0" Anchor Pipe	
	(Ft)	(Ft)	No. Spa	Spa at (Ft)	Overall Length (Ft)	(Ft)	No. Spa	Spa at (Ft)	Overall Length (Ft)	(Ft)	No. Spa	Spa at (Ft)	Overall Length (Ft)	(Ft)	No.	Length (Ft)	(Ft)	(Ft)	(Ft)	Size (3",4" or 5")	Total Length (Ft) (16)	Size (2",3" or 4")	Total Length (Ft) (16)
UNNAMED TRIB TO MIDDLE FORK SAN GABRIEL (LT)	33	1	16	2	33	2	6	2	13	2.6	5	3.1	15.4	1.9	16	13.3	11.5	2.3	1.5	4"	246	3"	63
UNNAMED TRIB TO MIDDLE FORK SAN GABRIEL (RT)	33	1	16	2	33	2	5	2	12	2.6	4	3.4	13.4	2.2	16	10.4	10.0	2.5	1.5	4"	217	3"	60



PIPE RUNNER LAYOUT

Note: Right forward culvert skew shown, actual culvert skew may be opposite hand.

(16) Quantities shown are for one structure end if Lt or Rt. Quantities shown are for two structure ends if Both.

(17) If the outermost Wing Pipe Runner is a Non-Sliding Pipe Runner, the next outermost Wing Pipe Runner shall be considered the Shortest.

SPECIAL NOTE:

This tabular sheet is to be filled out by the culvert specifier and provides information for the construction details and quantities of Pipe Runners.

An Excel 97 spreadsheet to assist in completing this table can be downloaded from the Bridge Standards (English) web page on the TxDOT web site. The completed sheet shall be signed, sealed, and dated by a licensed Professional Engineer.

Note that the tabular quantities are given for estimating purposes only. It is likely that these quantities will change due to field conditions. Therefore, all dimensions shall be verified by the Contractor in the field prior to fabrication of the Safety End Treatment components.

SHEET 3 OF 3

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT WITH FLARED WINGS

FOR 15° & 30° SKEW BOX CULVERTS
TYPE I ~ CROSS DRAINAGE

SETB-FW-S

FILE: setbfsse.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: GAF
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Bid 1606-241

Williamson County, Texas

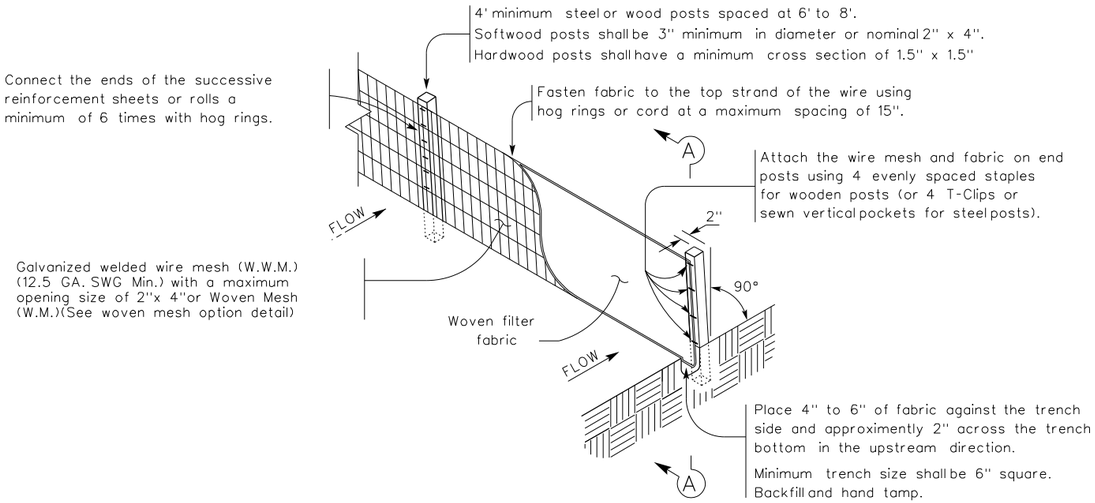
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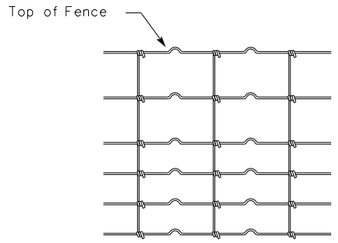
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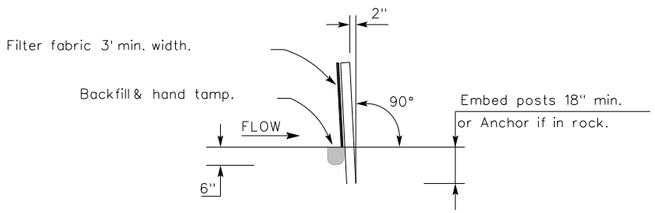
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TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

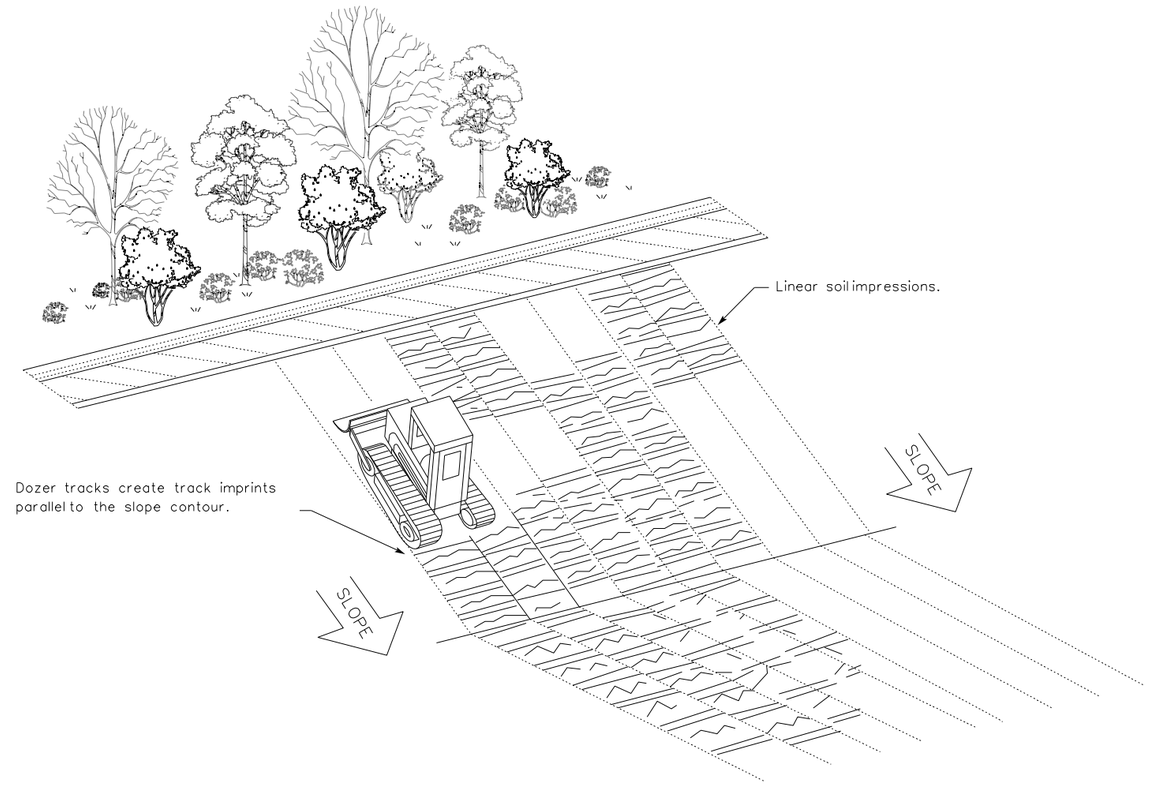
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
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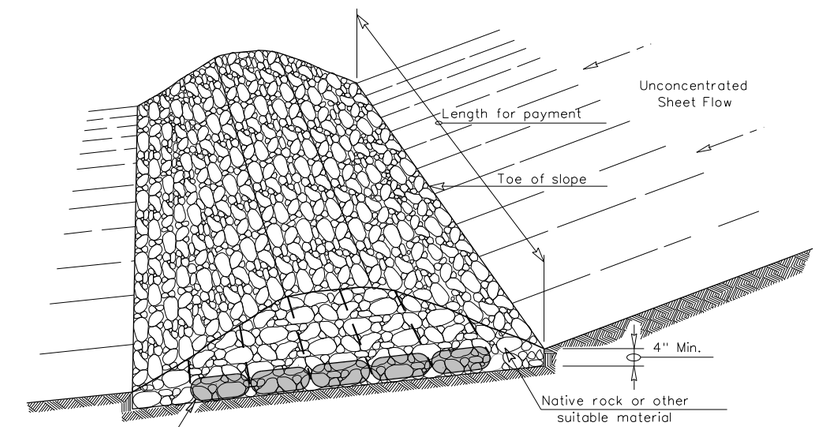
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FILE

Williamson County, Texas

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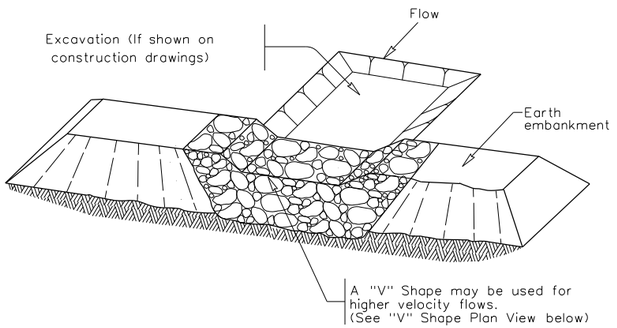
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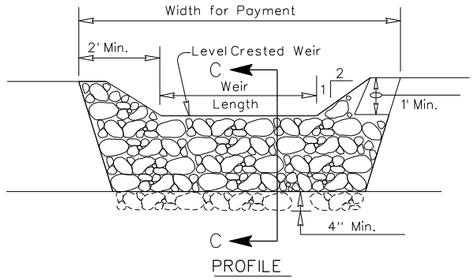
FILTER DAM AT TOE OF SLOPE

RFD1

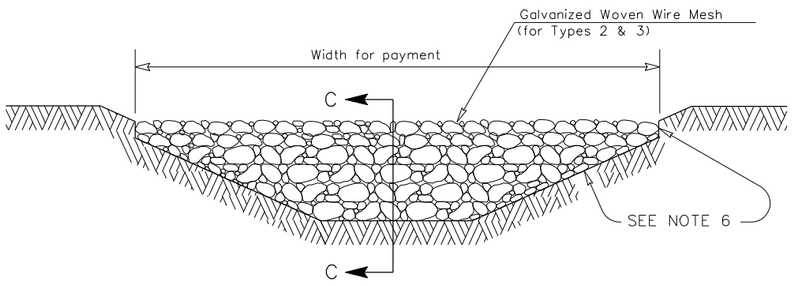


FILTER DAM AT SEDIMENT TRAP

RFD1 OR RFD2

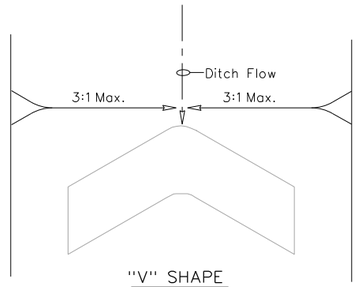


PROFILE

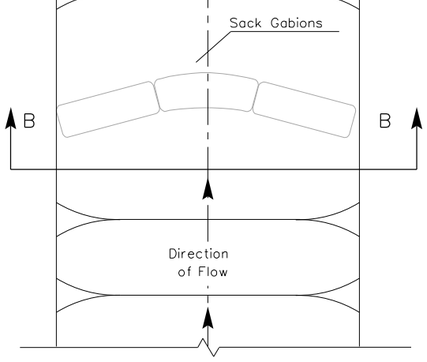


FILTER DAM AT CHANNEL SECTIONS

RFD1 OR RFD2 OR RFD3



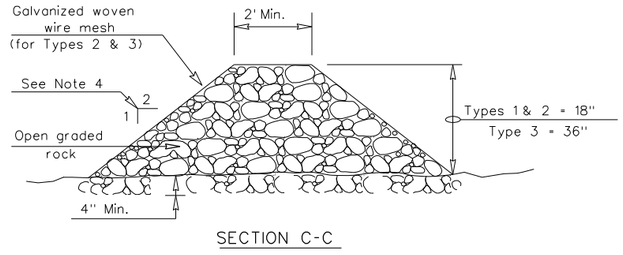
"V" SHAPE
PLAN VIEW



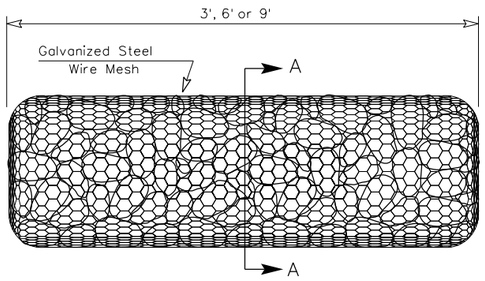
PLAN VIEW



SECTION B-B

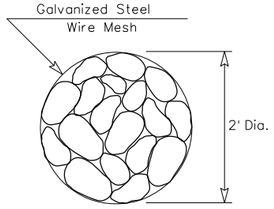


SECTION C-C



TYPE 4 (SACK GABIONS)

RFD4



SECTION A-A

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam	RFD1
Type 2 Rock Filter Dam	RFD2
Type 3 Rock Filter Dam	RFD3
Type 4 Rock Filter Dam	RFD4

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS		
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY		
REVISIONS						
	DIST	COUNTY		SHEET NO.		
				31		

DATE:
FILE:

Williamson County, Texas
Bid 1806-241

Question and Answers for Bid #1806-241 - Concrete Work for Oak Haven Circle Extension Project

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **53.**

Meeting Date: 07/10/2018

Flex Base

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 authorizing the Purchasing Agent to advertise and receive sealed bids for Flex Base under IFB #1806-242.

Background

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. This expenditure will be charged to 01.0200.0210.003551. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:24 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Melissa Gurka		Started On: 06/25/2018 03:01 PM
Final Approval Date: 07/05/2018		

Solicitation 1806-242

Flex Base

Bid Designation: Public

Williamson County, Texas

Bid 1806-242
Flex Base

Bid Number	1806-242
Bid Title	Flex Base
Bid Start Date	In Held
Bid End Date	Aug 1, 2018 3:00:00 PM CDT
Question & Answer End Date	Jul 27, 2018 4:00:00 PM CDT
Bid Contact	Melissa Gurka Purchasing Specialist II 512-**943**-3860 melissa.gurka@wilco.org
Contract Duration	**365 days**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.**

Item Response Form

Item	**1806-242-01-01 -** Add items to this line.
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Add items to this line.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-242
Flex Base

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 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.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 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.

2.2 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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 Submittal.

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 Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Technical Contact

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 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning September 20, 2018 and ending September 19, 2019.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics.

The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 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 Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson 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. **Williamson**

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.

Additional Stipulations - Bid

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.

WILLIAMSON COUNTY BID FORM

FLEX BASE

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____ _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	240,000	TON	
2	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

_____ Date of Bid: _____
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

General Notes and Technical Specifications

Flexible Base

General Information

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less but shall not exceed double the estimated quantity for the contract period. The County is not obligated to purchase any minimum amount. Items will be ordered on an "As Needed" basis.

Invoiced tonnage shall be based on certified scale weights, including moisture, at the time of shipment.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **Material will be picked up at plant site by Williamson County.** Williamson County reserves the right to evaluate the bids based on estimated County transportation costs.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate zone or combination of zones as may be most advantageous to the County. A primary, secondary, and/or tertiary award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: County Engineer

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Sampling, Testing, and Inspection. Upon award, the Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

- Sieve Analysis
- Atterberg Limits on portion passing No. 40
- Standard Proctor – moisture Density Curve
- Triaxial Compressive Strength or CBR test
- Maximum Dry Density (dry tons per cubic yard), ASTM C-29

The material requirements and standard test methods in effect at the time the proposed Contract is advertised, govern. Additional testing may be requested by the County on any and/or all items on this contract.

Material which that has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 247 – Flexible Base

Flexible Base shall be Type A, Grade 4 and shall conform to the requirements of Table 1:

Table 1: Material Requirements

Property	Grade 4, Mod 1	Grade 4, Mod 2
Master gradation sieve size (cumulative % retained)		
2 1/2 “	0-10	-
1 3/4 “	10-40	0
7/8 “	20-50	10-35
3/8”	25-65	30-65
# 4	40-85	45-75
# 40	70-100	70-90
#200	-	87-95
Liquid Limit, % Max	35	35
Plastic Index, Max	10	10
Wet ball mill, % Max	40	40
Wet ball mill, % Max Increase passing the #40 sieve	20	20
Min. Compressive Strength, psi		
Lateral pressure 0 psi	35	35
Lateral pressure 3 psi	-	-
Lateral pressure 15 psi	175	175

Question and Answers for Bid #1806-242 - Flex Base

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **54.**

Meeting Date: 07/10/2018

Reject IFB 1805-228 Herbicides and Authorize Purchasing Agent to advertise and receive bids for new IFB 1806-244

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 rejecting bids for Herbicides under IFB # 1805-228 and authorize the Purchasing Agent to advertise and receive sealed bids for Herbicides under IFB # 1806-244.

Background

Williamson County received 5 (five) bids for IFB # 1805-228. After review and evaluation of the bids received it was determined that a revision in specifications was necessary to ensure proper products were obtained. It is Road and Bridge's recommendation that we rebid with the revised specifications to ensure the best offer in the best interest of the county. Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges. This expenditure will be charged to 01.0200.0210.003554. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:59 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:03 AM
Form Started By: Melissa Gurka		Started On: 06/27/2018 10:13 AM
Final Approval Date: 07/05/2018		

Solicitation 1806-244

Herbicides

Bid Designation: Public

Williamson County, Texas

Bid 1806-244
Herbicides

Bid Number	1806-244
Bid Title	Herbicides
Bid Start Date	In Held
Bid End Date	Aug 1, 2018 2:30:00 PM CDT
Question & Answer End Date	Jul 27, 2018 4:00:00 PM CDT
Bid Contact	Melissa Gurka Purchasing Specialist II 512-943-3860 melissa.gurka@wilco.org
Contract Duration	**365 days**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges.**

Item Response Form

Item	**1806-244-01-01** - Please add all items to this line.
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Expected Expenditure $125,000.00

Description

Please add all items to this line.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-244
Herbicides

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 2:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 2:30:00 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.

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 FORMS AND SUBMISSION

2.1 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.

2.2 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. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder 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. Additionally, the Bidder certifies that the 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, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool 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. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 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.

2.5 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.

2.6 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 Submittal.

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 Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Technical Contact

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 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning on the date awarded by Commissioners Court.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics.

The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 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:	$2,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson 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. **Williamson**

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.

Additional Stipulations - Bid

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.

ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

21225G1-13

Ranger PRO® Herbicide

Complete Directions for Use

The complete broad-spectrum postemergence professional herbicide for industrial, turf and ornamental weed control.

EPA Reg. No. 524-517 2007-1

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, GREEN STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.

Read the entire label before using this product.

Use only according to label instructions.

It is a violation of Federal law to use this product in any manner inconsistent with its labeling.

Not all products recommended on this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

1.0 INGREDIENTS

ACTIVE INGREDIENT:	
*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt	41.0%
OTHER INGREDIENTS (including surfactant):	59.0%
	100.0%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT,
CALL TOLL-FREE, 1-800-332-3111.

IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE,
CALL COLLECT, DAY OR NIGHT, (314)-694-4000.

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

CAUSES EYE IRRITATION.

Avoid contact with eyes or clothing.

FIRST AID: Call a poison control center or doctor for treatment advice.	
IF IN EYES	• Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. • Remove contact lenses if present after the first 5 minutes then continue rinsing eye.
• Have the product container or label with you when calling a poison control center or doctor, or going for treatment. • You may also contact **(314) 694-4000**, collect day or night, for emergency medical treatment information. • This product is identified as **Ranger PRO® herbicide, EPA Registration No. 524-517**.	

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment (PPE). If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, enclosed cabs or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

3.2 Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

3.3 Physical or Chemical Hazards

Spray solutions of this product should be mixed, stored and applied using only stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling.

Specimen Label

ELEMENT® 3A

Specialty Herbicide

®Trademark of Dow AgroSciences LLC

For the control of woody plants, broadleaf weeds in range and pasture, forests and non-crop areas, including manufacturing and storage sites, rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, railroads, fence rows, non-irrigation ditch banks, and around farm buildings; and applications to grazed areas, and establishment and maintenance of wildlife openings, and in Christmas tree plantations and aquatic sites.

For use in New York State, comply with Section 24(c) Special Local Need labeling for Element 3A, SLN NY-110005.

Active Ingredient:	
triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	44.4%
Other Ingredients	55.6%
Total	100.0%

Acid equivalent: triclopyr - 31.8% - 3 lb/gal

Precautionary Statements

Hazard to Humans and Domestic Animals

EPA Reg. No. 62719-37

DANGER

Corrosive • Causes Irreversible Eye Damage • Harmful If Swallowed Or Absorbed Through Skin • Prolonged Or Frequently Repeated Skin Contact May Cause Allergic Reaction In Some Individuals

Do not get in eyes or on skin or clothing.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Protective eyewear
- Chemical resistant gloves (≥14 mils) such as butyl rubber, natural rubber, neoprene rubber or nitrile rubber

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the WPS (40 CFR 170.240(d)(4-6), the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

Note to Applicator: Allergic skin reaction is not expected from exposure to spray mixtures of Element 3A herbicide when used as directed.

Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

Environmental Hazards

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may contribute to fish suffocation. This loss can cause fish suffocation. Therefore, to minimize this hazard, do not treat more than one-third to one-half of the water area in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Physical or Chemical Hazards

Combustible. Do not use or store the product near heat or open flame.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.
Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Shoes plus socks
- Protective eyewear
- Chemical-resistant gloves (≥14 mils) such as butyl rubber, natural rubber, neoprene rubber or nitrile rubber

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: For applications to non-cropland areas, do not allow entry into areas until sprays have dried, unless applicator and other handler PPE is worn.

Storage and Disposal

Do not contaminate water, food, or feed by storage and disposal. Open dumping is prohibited.
Pesticide Storage: Store above 28°F or agitate before use.
Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Specimen Label

Dow AgroSciences

Opensight®

SPECIALTY HERBICIDE

®Trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow

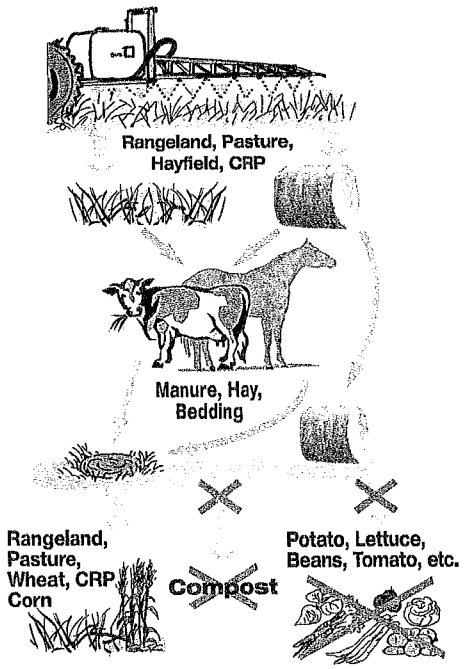
For control of susceptible weeds and certain woody plants, including invasive and noxious weeds, on rangeland, permanent grass pastures, Conservation Reserve Program (CRP) acres, non-cropland areas including industrial sites, rights-of-way (such as roadsides, electric utility and communication transmission lines, pipelines, and railroads), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites.

Hay from grass treated with Opensight within the preceding 18-months can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling

IMPORTANT USE PRECAUTIONS AND RESTRICTIONS TO PREVENT INJURY TO DESIRABLE PLANTS

- Carefully read the section ***"Restrictions in Hay or Manure Use ."***
- It is mandatory to follow the ***"Use Precautions and Restrictions"*** section of this label.
- Manure and urine from animals consuming grass or hay treated with this product may contain enough aminopyralid to cause injury to sensitive broadleaf plants.
- Hay can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling.
- Consult with a Dow AgroSciences representative if you do not understand the "Use Precautions and Restrictions". **Call [1-(800) 263-1196] Customer Information Group.**

Forage and Manure Management



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Not For Sale, Distribution, or Use in New York State.

GROUP	2	4	HERBICIDE

Active Ingredients:

Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-	62.13%
Metsulfuron methyl (Methyl 2-[[[[(4-methoxy-6-methyl-1,3,5- triazin-2-yl)-amino]carbonyl] amino]sulfonyl]benzoate)	9.45%
Other Ingredients	28.42%
Total	100.0%

Acid Equivalent: aminopyralid (2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-) - 52.5%

Contains 0.62 pound potassium salt of aminopyralid active ingredient (0.525 pound acid equivalent) and 0.0945 pound metsulfuron methyl per pound of product

Precautionary Statements

Hazards to Humans and Domestic Animals

EPA Reg. No. 62719-597

GROUP 29 HERBICIDE

BAYER

EsplAnade® 200 SC

Preemergent Herbicide for the Control of Annual Grasses and Broadleaf Weeds in Non-Residential Non-Crop Areas, Railroad and Rail Yards, Managed Roadsides, Fence Rows, Utilities, Hardscapes, Industrial, Municipal, and Government Sites

ACTIVE INGREDIENT:	
Indaziflam (CAS No: 730979-19-8)	19.05%
OTHER INGREDIENTS:	80.95%
TOTAL:	100.00%

EPA Reg. No. 432-1516

Contains 1.67 pounds of indaziflam per gallon

KEEP OUT OF REACH OF CHILDREN

CAUTION

For MEDICAL and TRANSPORTATION Emergencies ONLY Call 24 Hours A Day
1-800-334-7577
For PRODUCT USE Information Call
1-800-331-2867

See inside leaflet for complete First Aid Instructions, Precautionary Statements, Directions for Use and Storage and Disposal Instructions.

Net Contents
2.5 Gallons

80878486
61380637A 140117AV1

BAYER

EsplAnade® EZ

Non-selective control of emerged and pre-emerged grasses and broadleaf weeds in Non-Crop Areas including, Paths, Parking Lots, Curbs, Sidewalks, Driveways, Around Buildings, Gravel areas, Loading Ramps, Educational Facilities, Storage Yards, Vacant Lots, Railroad and Rail Yards, Managed Roadsides, Fence Rows, Utilities, Parks, Hardscapes (including crack and crevice), Industrial, Municipal, Mulched Areas, and Government Sites

- Dual Action formula kills existing weeds & grasses plus, Prevents New Weeds & grasses for up to 6 months
- Rainproof in 30 minutes
- Visible Results in Hours
- Simple, Convenient, Easy to use
- An easier way to manage large areas of unwanted weeds & grasses

Broadleaf Weeds • Grass Weeds



ACTIVE INGREDIENTS:

Indaziflam	0.089%
Diquat dibromide	0.890%
Glyphosate isopropylamine salt	20.460%
OTHER INGREDIENTS:	78.561%
TOTAL:	100.00%

EPA Reg. No. 432-1528

KEEP OUT OF REACH OF CHILDREN

CAUTION

Do not apply this product in a way that will contact any person or pet, either directly or through drift. Keep people and pets out of the area during application. Do not allow people or pets to enter the treated area until sprays have dried.

Net Contents

2.5 Gallons

80905653

80982399A 130122AV4

SPECIMEN

ARSENAL® POWERLine™ herbicide

For the control of undesirable vegetation in grass pasture, rangeland and industrial noncropland areas including railroad, utility plant sites, petroleum tank farms, pumping installations, storage areas; utility, pipeline, and highway rights-of-way; fence rows; nonirrigation ditchbanks; and for the establishment and maintenance of wildlife openings

Active Ingredient:

isopropylamine salt of imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1*H*-imidazol-2-yl]-3-pyridinecarboxylic acid)*	26.7%
Other Ingredients:	73.3%
Total:	100.0%

* Equivalent to 21.8% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1*H*-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon

EPA Reg. No. 241-431 **EPA Est. No.**

KEEP OUT OF REACH OF CHILDREN
CAUTION/PRECAUCIÓN

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

See inside for complete **First Aid**, **Precautionary Statements**, **Directions For Use**, **Conditions of Sale and Warranty**, and state-specific crop and/or use site restrictions.

In case of an emergency endangering life or property involving this product, call day or night 1-800-832-HELP (4357).

Net Contents:

BASF Corporation
26 Davis Drive
Research Triangle Park, NC 27709

BASF
The Chemical Company

Specimen Label

RESTRICTED USE PESTICIDE
May Injure (Phytotoxic) Susceptible, Non-Target Plants. For retail sale to and use only by Certified Applicators or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification. Commercial certified applicators must also ensure that all persons involved in these activities are informed of the precautionary statements.

Dow AgroSciences™

Grazon® P+D

Specialty Herbicide

®Trademark of Dow AgroSciences LLC

For the control of broadleaf annual and perennial weeds, and certain woody plants and vines on CRP, rangeland and permanent grass pastures

Active Ingredients:	
picloram: 4-amino-3,5,6-trichloro-2- pyridinecarboxylic acid triisopropanolamine salt	10.2%
2,4-D: (2,4-dichlorophenoxy) acetic acid, triisopropanolamine salt	39.6%
Other Ingredients	50.2%
Total	100.0%

Acid equivalents:
picloram: 4-amino-3,5,6-trichloro-2-pyridinecarboxylic acid - 5.7% - 0.54 lb/gal
(2,4-dichlorophenoxy) acetic acid - 21.2% - 2 lb/gal

EPA Reg. No. 62719-182

Keep Out of Reach of Children

DANGER PELIGRO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

Precautionary Statements

Hazards to Humans and Domestic Animals

Corrosive • Causes Irreversible Eye Damage • Harmful If Swallowed • Harmful if Absorbed through Skin • Harmful if Inhaled

Do not get in eyes or on clothing. Avoid contact with skin. Avoid breathing spray mist or vapor.

Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, polyvinyl chloride, or viton. If you want more options, follow the instructions for category C on an EPA chemical resistance category selections chart.

Pilots must wear:
Long-sleeved shirt and long pants, and
Shoes plus socks

All mixers, loaders, flaggers and other applicators and other handlers must wear:
- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves,
- Goggles or face shield, and
- Chemical-resistant apron when mixing or loading, cleaning up spills or equipment, or othrewise exposted to the concentrate

See Engineering Controls for additional requirements.

Follow manufacturer's instructions for cleaning/maintaining PPE.
If no such instructions for washables exist, use detergent and hot water.
Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the WPS (40 CFR 170.240(d)(4-6), the handler PPE requirements may be reduced or modified as specified in the WPS.

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protections Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)].

User Safety Recommendations:

Users should:
- Wash hands before eating, drinking, and chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

RRSI NIS SURFACTANT

Specimen Label

PRINCIPAL FUNCTIONING AGENTS:

Alkylarylpolyethylene glycols, free fatty acids and components ineffective as an adjuvant	100%
Total	100%

KEEP OUT OF REACH OF CHILDREN

WARNING

Causes serious eye irritation.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Read label before use. Keep container tightly closed. Keep only in original container. Avoid breathing dust/fume/gas/mist/vapors/spray Wash thoroughly after handling Do not eat, drink or smoke when using this product. Wear protective gloves/ protective clothing/ eye protection/ face protection.

NONIONIC LOW FOAM WETTER/SPREADER ADJUVANT

FIRST AID

Call a poison control center or doctor immediately for treatment advice. Have the product container with you when calling a poison control center or doctor, or going for treatment.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present, after the first 5 minutes, then continue cautiously rinsing eye. If eye irritation persists: get medical advice or attention.

IF ON SKIN OR CLOTHING: Take off contaminated clothing and wash it before reuse. Wash skin with plenty of soap and water for several minutes.

IF SWALLOWED: Call a POISON CENTER, doctor or physician if you feel unwell. Unless advised otherwise by a poison control center or doctor, have person rinse mouth with water, if able. Do not give anything by mouth to an unconscious person.

IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth to mouth if possible.

DIRECTIONS FOR USE

Type of Herbicide	Application per 100 gal
Utility rights of way and roadside foliar	1/2 pint - 2 quarts
Forest site preparation	1 pint - 2 quarts per acre
Aquatic - surface	1/2 pint - 2 quarts
Aquatic - submerged	1 - 2 gallons
Agriculture/Citrus/Turf/Range & Pasture	1/2 - 2 pints
Insecticides/Fungicides/Acaricides	4 - 8 ounces

GENERAL INFORMATION

NIS can be used with insecticides, fungicides, growth regulators and bio-stimulants at various rates as determined by label and field experience.

STORAGE AND DISPOSAL

STORAGE: Store in a cool well-ventilated place. Keep in original container tightly closed. Do not reuse empty container. Do not store with food, feed, or other material to be used or consumed by humans or animals. Do not contaminate water supplies. For optimal storage, store between 40° and 90° F.

DISPOSAL: Do not contaminate water, food or feed by storage or disposal. Dispose of contents in container to an approved waste disposal facility in accordance with all federal, state and local regulations. Triple rinse (or equivalent) adding rinse water to application tank. Offer container for recycling or dispose of in a sanitary landfill or by other procedures approved by local regulations. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at www.acrecycle.org.

CONDITIONS FOR SALE

Red River warrants that this product conforms to its chemical description and is reasonably fit for the purpose stated on the label when used in accordance with directions under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, expressed or implied, extends to the use of this product contrary to the label instruction, or any abnormal conditions, or under conditions not reasonably foreseeable to Red River, and buyer assumes the risk of any such use.

Manufactured for:

azelis SPECIALTY AGRI/HORTI

RED RIVER SPECIALTIES INCORPORATED

1324 N. Hearne Ave., Ste 120 Shreveport, LA 71107
1-800-256-3344

RRSI DEFOAMER

ANTIFOAM/DEFOAMER

Specimen Label

PRINCIPAL FUNCTIONING AGENTS

A proprietary blend of antifoaming agents, emulsifier and constituents ineffective as a spray adjuvant..... 100%

All ingredients are exempt from tolerance under 40 CFR 180.

PROTECT FROM FREEZING

KEEP OUT OF REACH OF CHILDREN

Keep out of reach of children. Read label before use. Keep container tightly closed. Keep only in original container. Avoid breathing mist, vapors, or spray. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Wear protective gloves /protective clothing/eye protection/ personal protective equipment as required.

FIRST AID

Have the product container with you when calling a poison control center or doctor, or going for treatment.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present, after the first 5 minutes, then continue cautiously rinsing eye

IF ON SKIN OR CLOTHING: Take off contaminated clothing and wash it before reuse. Wash skin immediately with plenty of soap and water for several minutes.

IIF SWALLOWED: Unless advised otherwise by a poison control center or doctor, have person rinse mouth with water, if able. Do not give anything by mouth to an unconscious person.

IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth to mouth if possible.

GENERAL INFORMATION

DEFOAMER is both an excellent defoamer that quickly dissipates even stable foam structures and an efficient antifoaming agent that prevents the further formation of tank mix foam.

Use of **DEFOAMER** will prevent foaming that can cause the loss of accurate pesticide rates through spillover during mix agitation and eliminate the regeneration of foam during field applications.

DIRECTIONS FOR USE

Follow the recommendations of the most restrictive active ingredient label.

Tank mixtures should only be applied within the label recommendations of every product in the tank mixture.

Use only if an antifoaming and a defoaming agent is allowed or not excluded on the label.

If the user does not have experience with the mixture being applied, perform a jar test using the order and amounts in the mixture and perform a phytotoxicity test to ensure crop safety.

Vigorous agitation, temperature variations and the characteristics of some actives may require an adjustment of the use rate.

USE RATES

Defoaming: Briefly stop agitation, and squirt or sprinkle **DEFOAMER** directly on surface foam that has already accumulated.

Add enough **DEFOAMER** to control foaming in the solution remaining in the tank.

Antifoaming: **DEFOAMER** should not be added to a dry tank. As the tank begins to fill, add the recommended amount of the active ingredient and then add **DEFOAMER** at a use rate of up to 2 ounces per 100 gallons of spray solution.

STORAGE AND DISPOSAL

Storage: Do NOT Freeze. Store in a cool well-ventilated place. Keep in original container tightly closed. Do not reuse empty container. Do not store with food, feed, or other material to be used or consumed by humans or animals. Do not contaminate water supplies. For optimal storage, store between 40° and 90° F.

Disposal: Do not contaminate water, food or feed by storage or disposal. Dispose of contents / container to an approved waste disposal facility in accordance with all federal, state and local regulations. Triple rinse (or equivalent) adding rinse water to application tank. Offer container for recycling or dispose of in a sanitary landfill or by other procedures approved by local regulations. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at www.acrecycle.org. Decontaminated containers and materials must be disposed of in a manner allowed by local, state and federal laws and regulations.

Warranty Statement

Red River warrants that this product conforms to its chemical description and is reasonably fit for the purpose stated on the label when used in accordance with directions under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, expressed or implied, extends to the use of this product contrary to the label instruction, or any abnormal conditions, or under conditions not reasonably foreseeable to Red River, and buyer assumes the risk of any such use.

Manufactured for:

azelis SPECIALTY AGRI/HORTI

RED RIVER SPECIALTIES INCORPORATED

1324 N. Hearne Ave., Ste 120 Shreveport, LA 71107
1-800-256-3344

GROUP	2	HERBICIDE

VALENT®

OUTRIDER®

Herbicide

Complete Directions for Use Pamphlet

EPA Reg. No. 59639-223

WATER DISPERSIBLE GRANULE

Outrider® Herbicide is a selective herbicide for the control of certain annual and perennial grasses and broadleaf weeds in select pasture grasses and rangelands, non-crop areas and in winter and spring wheat.

Read the entire label before using this product.

Use only according to label instructions.

Not all products referred to in this label are registered for use in California. Check the registration status of each product in California before using.

Read **LIMIT OF WARRANTY AND LIABILITY** before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. VALENT U.S.A. CORPORATION DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION OR REPACKAGING.

1.0 INGREDIENTS

ACTIVE INGREDIENT:	
Sulfosulfuron	75.0%
OTHER INGREDIENTS	25.0%
	100.0%

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT, CALL TOLL-FREE, 800-682-5368

IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE, CALL, DAY OR NIGHT, 800-892-0099

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

KEEP OUT OF REACH OF CHILDREN

CAUTION

CAUSES MODERATE EYE IRRITATION

Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

FIRST AID

IF IN EYES Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes.
Call a poison control center or physician for treatment advice.

Have the product container or label with you when calling a poison control center or physician, or going for treatment.
In case of an emergency involving this product, call, day or night, **800-892-0099.**
This product is identified as ***Outrider*** **Herbicide, EPA Reg. No. 59639-223.**

PERSONAL PROTECTIVE EQUIPMENT (PPE):

Applicators and other handlers must wear: long-sleeved shirt and long pants and shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

3.2 Environmental Hazards

This chemical demonstrates the properties and characteristics associated with chemicals detected in ground water. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in ground water contamination.

This pesticide is highly toxic to non-target plants. Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Drift and runoff may be hazardous to plants in neighboring areas. Do not contaminate water when cleaning equipment or disposing of washwaters or rinsate.

DO NOT USE PLANT MATERIAL TREATED WITH METHOD® 240SL HERBICIDE FOR MULCH OR COMPOST

BAYER

Method® 240SL

HERBICIDE

Soluble Liquid
For Non-Crop Use

ACTIVE INGREDIENT:	By Weight
Potassium salt of aminocyclopyrachlor Potassium salt of 6-amino-5-chloro-2 -cyclopropyl-4-pyrimidinecarboxylic acid*	25%
OTHER INGREDIENTS:	75%
TOTAL:	100%

*Acid Equivalent:6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid - 2 pounds acid per gallon or 21.2%

EPA REG. NO. 432-1565

Nonrefillable Container

KEEP OUT OF REACH OF CHILDREN
CAUTION

See inside leaflet for complete First Aid Instructions, Precautionary Statements, Directions for Use and Storage and Disposal Instructions.

Net Contents
2.5 Gallons
84099295
LC 15.0123 150601AV1

WILLIAMSON COUNTY BID FORM

HERBICIDES

BID NUMBER: IFB18XX-XXX

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____ _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	MINIMUM PURCHASE QUANTITY	PURCHASE QUANTITY UNIT PRICE	TOTAL COST
1	RANGER PRO	2700	GAL	30 GAL		
2	ELEMENT 3A	50	GAL	2.5 GAL		
3	DUPONT PERSPECTIVE TM	40	LBS	5 LBS		
4	OPENSIGHT HERBICIDE	45	LBS	1.25 LBS		
5	ESPLANADE TM 200 SC	15	GAL	2.5 GAL		
6	ESPLANADE EZ	15	GAL	2.5 GAL		
7	POWERLINE	200	GAL	2.5 GAL		
8	GRAZON P+D (RESTRICTED HERBICIDE)	25	GAL	2.5 GAL		
9	RRSI NIS SURFACTANT	20	GAL	2.5 GAL		
10	RRSI DEFOAMER	30	GAL	1 GAL		
11	OUTRIDER	2	CASE*	1 CASE		

12	METHOD 240 SL	30	GAL	2.5 GAL		

* Assume 20 oz container, 10 x 20 oz container per case

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

_____ Date of Bid: _____
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

General Information

Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County acting through the Road and Bridge Division.

Successful Bidder: The responsible Bidder to whom Williamson County intends to award the contract.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer's designee assigned full, or part, time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014.

TxDOT: Texas Department of Transportation.

Department: Road and Bridge Division

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with all applicable State and Federal Laws related to Herbicides and Pesticides.

Delivery: Materials are to be Free On Board (FOB Destination) to any destination in Williamson County.

Contractor to possess all applicable permits, registrations and licenses, including but not limited to those required by the Texas Department of Agriculture.

Successful Bidder shall comply with insurance requirements dictated within this contract.

Should Contractor’s employee’s be found not practicing, safe handling, transportation, storage, display, distribution, and labeling of herbicides, Engineer may reject delivery and remove contractor from list of approved vendors.

Question and Answers for Bid #1806-244 - Herbicides

Overall Bid Questions
There are no questions associated with this bid.

WILLIAMSON COUNTY
1848

June 27, 2018

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Rebid Request for IFB 1805-228 – Herbicides

After review and evaluation of the bids received it was determined that a revision in specifications was necessary to ensure proper products were obtained. I recommend rebidding this project to obtain appropriate materials for use in County roadway maintenance.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

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

Commissioners Court - Regular Session **55.**

Meeting Date: 07/10/2018

Emergency Jail Door Installation

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 purchase from NJC, LLC dba The Door Co. in the amount of $13,243.00 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and 262.024(a)(3).

Background

The bay door at the jail loading dock was hit by a vehicle and damaged beyond repair. The door had to be taken down and is currently secured with chain link panels. Due to the security concerns for the jail loading dock, an emergency purchase was necessary to order the door. Due to the lead time on producing the door being several weeks it was critical to expedite this order. The cost includes an amount of $545.00 for the expedition. The tentative installation date is July 18, 2018. This expenditure was charged to 01.0100.1008.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Additional Cost Email

Justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:31 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Melissa Gurka		Started On: 06/28/2018 10:46 AM
Final Approval Date: 07/05/2018		

NJC, LLC dba The Door Co.
5840 RR 2338 Suite A
Georgetown, TX 78633

Voice: (512) 863-0007
Fax: (512) 868-0660

QUOTATION

Quote Number: 2015-2424
Quote Date: Jun 13, 2018
Page: 1

Quoted To:
WILLIAMSON CO. FACILTIES 3101 S.E. Innerloop staylor@wilco.org / 943-1599 Georgetown, TX 78626

Wilco Jail
Georgetown, TX

Customer ID	Good Thru	Payment Terms	Sales Rep
2-Williamson County	7/13/18	Net 30 Days	Thomison, Daniel

Quantity	Item	Description	Unit Price	Amount
1.00	09PS-9990	13'6"x15 Cookson Rolling Grill, Galvanized Steel, 2" Rod, Face Of Wall Mount	7,100.00	7,100.00
1.00	09LS-1101	Installation Labor	1,999.00	1,999.00
1.00	09PS-9999	Equipment Rental	3,599.00	3,599.00

Price includes all materials, labors and applicable taxes. Price excludes preparation of opening, miscellaneous iron work, conduit, wire and wiring of electrical devices.

Subtotal	12,698.00
Sales Tax	
Freight	
TOTAL	**12,698.00**

Thu 6/28/2018 12:44 PM

DB

Dale Butler

Fwd: PO# 168388 The Door Co. *Emergency Purchase*

To Melissa Gurka

Cc Gina Wrehsnig

You replied to this message on 6/28/2018 1:56 PM.

Melissa,

We would like to expedite the door. This will save 3 weeks . Can we increase the PO for this?

Get Outlook for iOS

From: The Door Company <thedoorcompany@gmail.com>
Sent: Thursday, June 28, 2018 12:40:22 PM
To: Dale Butler
Cc: Thomas Crockett
Subject: Re: PO# 168388 The Door Co. *Emergency Purchase*

Dale, just heard back from Cookson. I can expedite the door, it will cost $545.00 additional, and would have a tentative install date of 7/18. Please advise on how you would like to proceed, I need to let them know by lunch time tomorrow.

The Door Company
www.customdoorcenter.com
(512) 863-0007
(512) 931-2412
(254) 563-6722
Like Us On Facebook!

From:	Kerstin Hancock
To:	Kerstin Hancock
Subject:	FW: Emergency Justification
Date:	Thursday, July 05, 2018 8:33:50 AM

From: Dale Butler
Sent: Friday, June 22, 2018 9:05 AM
To: Melissa Gurka <melissa.gurka@wilco.org>
Subject: Emergency Justification

Melissa,

We have taken the damaged door down since it was damaged beyond repair. Due to the security concerns for the Jail loading dock, we are asking for emergency approval of the new bay door. It is currently being secured with chain link panels. These are not very secure. The sooner we get the order in place, the sooner we will be able to re-install the permanent and more secure door.

Thank You,

Dale Butler
Facilities Director
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1609

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

Commissioners Court - Regular Session **56.**

Meeting Date: 07/10/2018

Evidence.com Authorization for County Attorney and District Attorney's Offices

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreements between Axon Enterprise, Inc. and Williamson County for Evidence.com web services, to support the operations of the County Attorney and District Attorney's Offices, and authorizing execution of the related documents.

Background

Approval of Axon's Terms and Conditions, Master Services and Purchasing Agreement, and Evidence.com Prosecutor Services Agreement, will allow the Williamson County County Attorney and District Attorney's offices to access and store bodycam videos. This service is no cost to the county.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Attorney Agreement

District Attorney Agreement

Master Services and Purchasing Agreement

Evidence.com Prosecutor Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 08:42 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 08:53 AM
Form Started By: Erica Smith		Started On: 06/29/2018 03:07 PM
Final Approval Date: 07/05/2018		

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-141103-43276.700RC

Issued: 06/25/2018

Quote Expiration: 08/31/2018

Account Number: 496214

Start Date: 07/16/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE
Randall Cooper
Phone:
Email: rcooper@axon.com
Fax:

PRIMARY CONTACT
John McKinney
Phone: (512) 943-1103
Email: jdmckinney@wilco.org

SHIP TO
John McKinney
Williamson County Attorney's Office
405 Martin Luther King, Box 7
Georgetown, TX 78626
United States

BILL TO
Williamson County Attorney's Office
405 Martin Luther King, Box 7
Georgetown, TX 78626
United States

Year 1 Due Net 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	10	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88111	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2 Due May 1st, 2019

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	10	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88211	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 3 Due May 1st, 2020

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89311	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	10	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88311	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 4 Due May 1st, 2021

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89411	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	10	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88411	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 5 Due May 1st, 2022

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89511	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	10	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88511	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Grand Total	**0.00**

AXON

Discounts (USD)

Quote Expiration: 08/31/2018

List Amount	20,340.50
Discounts	20,340.50
Total	**0.00**

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 Due Net 30	0.00
Year 2 Due May 1st, 2019	0.00
Year 3 Due May 1st, 2020	0.00
Year 4 Due May 1st, 2021	0.00
Year 5 Due May 1st, 2022	0.00
Grand Total	**0.00**

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at https://www.axon.com/legal/sales-terms-and-conditions, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Williamson County Attorney's Office

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Axon Enterprise, Inc.

Signature: [signature] **Date:** 6/26/19

Name (Print): Robert Driscoll **Title:** VP Sales Operations

PO# (Or write N/A): _____

Please sign and email to Randall Cooper at rcooper@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-141103-43276.700RC

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-139188-43276.699RC

Issued: 06/25/2018
Quote Expiration: 08/31/2018
Account Number: 496093
Start Date: 07/16/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE
Randall Cooper
Phone:
Email: rcooper@axon.com
Fax:

PRIMARY CONTACT
Lindsey Roberts
Phone: (512) 943-1111
Email: lindsey.roberts@wilco.org

SHIP TO
Lindsey Roberts
Williamson County District Attorney
405 M.L.K. Street, Box #1
Georgetown, TX 78626
United States

BILL TO
Williamson County District Attorney
405 M.L.K. Street, Box #1
Georgetown, TX 78626
United States

Year 1 Due Net 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	8	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88111	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2 Due May 1st, 2019

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	8	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88211	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 3 Due May 1st, 2020

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89311	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	8	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88311	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 4 Due May 1st, 2021

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89411	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	8	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88411	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 5 Due May 1st, 2022

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
89511	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	8	331.81	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
88511	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Grand Total	**0.00**

AXON

Discounts (USD)

Quote Expiration: 08/31/2018

List Amount	17,022.40
Discounts	17,022.40
Total	**0.00**

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 Due Net 30	0.00
Year 2 Due May 1st, 2019	0.00
Year 3 Due May 1st, 2020	0.00
Year 4 Due May 1st, 2021	0.00
Year 5 Due May 1st, 2022	0.00
Grand Total	**0.00**

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at https://www.axon.com/legal/sales-terms-and-conditions, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Williamson County District Attorney

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Axon Enterprise, Inc.

Signature: [signature] **Date:** 6/26/18

Name (Print): Robert Driscoll **Title:** VP, Sales Operations

PO# (Or write N/A): _____

Please sign and email to Randall Cooper at rcooper@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-139188-43276.699RC

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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote

pricing is subject to change if the phased deployment changes.

4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above**

are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement,

except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 **Termination.**

15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement

may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any

of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 **No Third-Party Beneficiaries**. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 **Non-discrimination and Equal Opportunity**. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

16.8 **U.S. Government Rights**. Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16.9 **Import and Export Compliance**. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

16.10 **Assignment**. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 **No Waivers**. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 **Severability**. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 **Governing Law; Venue**. The laws of the state where the Agency is physically located, without

reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon:	Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com	Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Evidence.com Terms of Use
Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. **Support of Android Applications.** For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

8.1. The Termination provisions of the Master Service Agreement apply;

8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 **Software Services Warranty**. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 **License Restrictions**. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 **After Termination.** Axon will not delete any Agency Content as a result of a termination

during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services
Appendix

1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for $7,000 per week (4 consecutive days) or $2000 per day. The full set of service options includes:

System set up and configuration • Setup Axon View on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Register cameras to Agency domain. • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • One on-site session included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "admin" credentials from Agency. • On-site assistance included
Best practice implementation planning session • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies.
End user go live training and support sessions Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

2.2. The Axon Starter Package includes one day of on-site services and a professional services manager that will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for $2,000 per day. The Axon Starter Package options include:

System set up and configuration • Setup Axon Mobile on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Virtual assistance included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "Administrator" credentials from Agency. • Virtual assistance included.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.
End user go live training and support sessions • Assistance with device set up and configuration. • Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

2.3. The Package for the CEW-related Services are detailed below:

System set up and configuration • Configure Evidence.com categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Register users and assign roles in Evidence.com. • **For the Full Service Package**: On-site assistance included • **For the Starter Package:** Virtual assistance included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Best practice implementation planning session to: • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata for organization purposes and other best practice for digital data management. • Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service. • **For the Full Service Package:** On-site assistance included • **For the Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Evidence.com Instructor training • Axon's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. • **For the Full Service Package:** Training for up to 3 individuals at the Agency • **For the Starter Package:** Training for up to 1 individual at the Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.
Post go live review session For the Full Service Package: On-site assistance included. For the Starter Package: Virtual assistance included.

3 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

4 **Smart Weapon Transition Service**. The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

5 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include one deployment planning conference call and one virtual administrative training via WebEx.

6 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.

7 **Delivery of Services.**

7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

9 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

10 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

11 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause.

Technology Assurance Plan
Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

1 **TAP Warranty Coverage**. TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

2 **TAP Term**. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

3 **SPARE Product**. Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.

4 **Officer Safety Plan (OSP)**. The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the CEW, battery and holster by providing a $0 purchase order. At the time elected to receive the CEW, the Agency may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the

Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

5 **TAP Upgrade Models**. Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.

6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.

6.2. **OSP or Unlimited TAP**. If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.

8 **TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a

battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

9 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

9.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

9.2. Axon will not and has no obligation to provide the free upgrades.

9.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

9.5. **Termination of TAP for CEWs.** In addition to the above, if the Agency terminates TAP for CEWs, the below also applies:

9.5.1. If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.

9.5.2. If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.

9.5.3. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a $100 cancellation fee for each Covered Product.

Axon Commander™ Software
Appendix

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, are owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant**. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.

2. **Term**. The term for the Commander license, as well as for any maintenance, will begin upon the completion of Commander installation services by Axon.

3. **License Restrictions**. The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Commander and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any of Axon's affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Commander.

4. **Support**. Axon may make available updates and error corrections (collectively, "Updates") to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate

access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

5. **Termination**. This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in this Agreement. Axon may terminate Agency's license immediately without notice to Agency for its failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Axon Integration Services
Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

4 **Delivery of Integration Services**.

4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2. **Changes to Services**. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:

5.1. Making available its relevant systems, including its current CAD or RMS, for

assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;

5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;

5.5. Promptly installing and implementing any and all software updates provided by Axon;

5.6. Ensuring that all appropriate data backups are performed;

5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;

5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;

5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 **Authorization to Access Computer Systems to Perform Services**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Forensic Suite Software Appendix

If Axon Forensic Software is included on the Quote, this Axon Forensic Software Appendix applies. The Axon Forensic Suite including Axon Convert, Axon Five and Axon Detect (**Axon Forensic**), including all executable instructions, images, icons, sound, and text incorporated in Axon Forensic, is owned by Amped Software SRL (**Amped**) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

1. **License Grant**. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Forensic, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Axon Forensic exclusively for data communication with an Amped or a Axon product. Axon Forensic may be used in a networked environment on computers other than the computer on which Axon Forensic is installed provided that each execution of Axon Forensic is for data communication with an Amped or an Axon product. Copies and adaptations of Axon Forensic may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of Axon Forensic provided that the Agency retains all copyright, trademark, and proprietary notices in the original Axon Forensic on all copies or adaptations. The Agency may copy the written materials accompanying Axon Forensic.

2. **License Restrictions**. The Agency may not use Axon Forensic in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Axon Forensic; (b) reverse engineer, disassemble, or decompile Axon Forensic or apply any other process or procedure to derive the source code of Axon Forensic, or allow any others to do the same; (c) access or use Axon Forensic in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Axon Forensic in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Axon Forensic, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Axon Forensic; (g) access Axon Forensic in order to build a competitive product or service or copy any features, functions or graphics of Axon Forensic; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or Axon licensors on or within Axon Forensic or any copies of Axon Forensic. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Axon Forensic and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any Axon affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Axon Forensic.

3. **Support**. The Agency acknowledges that Axon offers no guarantee of support or maintenance for Axon Five until purchased. Once purchased, Axon will offer support of Axon Five for one year at support@axon.com. On or before the one-year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

4. **Remedies**. THE AGENCY'S EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF AXON FORENSIC OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR AXON FORENSIC.

5. **Termination**. This Agreement will continue for the duration of Amped's copyright in Axon Forensic, unless earlier terminated as provided in this Agreement. Axon may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Axon Forensic, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

6. **Export Controls (U.S. and Canada Only)**. EXPORT OF AXON FORENSIC IS PROHIBITED. AXON FORENSIC MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF AXON. UNAUTHORIZED EXPORT OF AXON FORENSIC IS PROHIBITED BY AXON AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Rom Appendix applies.

1 **Axon Interview Room Evidence.com Subscription Term**. The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.

2 **Statement of Work**. The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.

3 **Axon Interview Room Warranty**. Axon Interview Room Products are covered under the applicable manufacturer's warranty.

3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.

3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.

4 **Hardware Maintenance Warranty Coverage**. If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.

4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:

4.1.1. Hardware Maintenance coverage will terminate as of the date of termination

and no refunds will be given.

4.1.2. Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.

5 **Support**. Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

6 **Axon Interview Unlimited**. For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet
Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

1 **Axon Fleet Evidence.com Subscription Term**. The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.

2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.

3 **CradlePoint**. If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warrantied under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.

4 **Statement of Work**. If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

5 **Warranty Coverage**. Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.

5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide

extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 Fleet Wireless Offload Service.

6.1. License Grant. Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.

6.2. License Start Date. The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.

6.3. License Restrictions. The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

6.4. Updates. If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

6.5. Fleet WOS Support. If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7 Axon Fleet Unlimited Storage. For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8 Axon Fleet Unlimited. Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty.

Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.

9.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.

9.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Signal Sidearm
Appendix

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

1 **Signal Sidearm Term**. The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.

2 **Signal Sidearm Warranty Coverage**. The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term.

Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Signal Sidearm Term, the Agency may request the batteries through Axon's RMA process.

3 **Third Party Holster Warranty**. Axon provides an additional limited warranty on third party holsters used in conjunction with the Signal Sidearm. As such, for a period of one (1) year from the date of shipment of Signal Sidearm to Agency, Axon will provide a credit based on the MSRP of the holster to the Agency for damage caused to the holster directly by Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of $150.00, provided that (a) the Agency has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Signal Sidearm voiding the Agency's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Signal Sidearm that incurs damage not directly caused by use of the Signal Sidearm. Use of the Signal Sidearm with accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

4 **Spare Product**. Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (**Spare Signal Sidearm Units**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit

or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.

5 **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:

5.1. If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.

5.2. Signal Sidearm warranty coverage, as well as the third party holster warranty coverage, will terminate as of the date of termination and no refunds will be given.

5.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice.

Axon Application Programming Interface
Appendix

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

1 Definitions.

"**API Client**" means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

"**API Interface**" means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

"**Evidence.com Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

"**Use**" means any operation on the Agency's data that is enabled by the supported API functionality.

2 Purpose and License.

2.1. The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

2.2. Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 API Configuration.

3.1. The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.

3.2. In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

4 **Agency's Responsibilities**. When using the API Service, the Agency and its end users may not:

4.1. use the API Service in any way other than as expressly permitted under this Agreement;

4.2. use in any way that results in, or could result in, any security breach with respect to Axon;

4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;

4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;

4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;

4.6. create an API Interface that functions substantially the same as the API Service and offer it for use by third parties;

4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or

4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.

5 **API Content**. All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither the Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.

Advanced User Management
Appendix

If Axon Advanced User Management is on the Quote, this Advanced User Management Appendix applies.

1 **Scope**. Advanced User Management allows the Agency to (i) utilize bulk user creation and management; (ii) automate user creation and management through System for Cross-domain Identity Management (SCIM); and (iii) automate group creation and management through SCIM.

2 **Pricing.** The Agency must purchase Advanced User Management for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

3 **Advanced User Management Configuration**. The Agency will work independently to configure the Agency's Advanced User Management for the Agency's applicable Use. Upon request, Axon will provide general guidance to the Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Data Ingestion Services**), whichever is first.

2 **Scope of Data Ingestion Services.** The Agency currently has third party data outside of Evidence.com (**Third Party Data**) that the Agency desires to store in Evidence.com. The project scope will consist of Axon transferring and ingesting the Agency's Third Party Data into Evidence.com. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage, and then run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Evidence.com.

Axon is responsible to perform only the Data Ingestion Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Data Ingestion Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.

4 **Delivery of Data Ingestion Services**.

4.1. **Project Management**. Axon will assign a Project Manager that will provide the expertise to execute a successful ingestion. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. The Project Manager will work closely with the Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

4.2. **Changes to Services**. Changes to the scope of the Data Ingestion Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Data Ingestion Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Data Ingestion Services depends upon the Agency's:

5.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and

exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);

5.3. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;

5.4. Ensuring that all appropriate data backups are performed;

5.5. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Data Ingestion Services;

5.6. Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and

5.7. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

EVIDENCE.COM PROSECUTOR SERVICES AGREEMENT

This Evidence.com Prosecutor Services Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote , (**Agency, Party** or collectively **Parties**), is entered into as of the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement the Parties agree as follows:

1 **Term**. The Evidence.com subscription will begin upon the Effective Date and will remain in full force and effect until terminated by either Party (**Term**).

2 **Definitions.**

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Evidence.com Service provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, or the my.evidence.com services.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell or to provide, is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

3 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

4 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

5 **Evidence.com Data Security.**

5.1 Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

5.2 FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

6 **Axon Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

7 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place any data stored in the Agency's Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:

9.1 The Termination provisions of the Master Service Agreement apply;

9.2 The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

9.3 If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

10 **Software Services Warranty**. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

11 **License Restrictions**. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services,

except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

12 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

13 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

14 **Payment Terms.** In the event Agency purchases any Products or Services from Axon, invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.

15 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase location, the Agency is responsible for sales and other taxes associated with the order.

16 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

17 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

18 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

19 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

20 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.

21 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

22 **Agency Responsibilities.** The Agency is responsible for (i) use of any activities under the Agency Evidence.com account and use by Agency employees and agents, (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

23 **Termination.**

23.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates

this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

23.2 By Agency. If applicable, the Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

23.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

24 General.

24.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive.

24.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

24.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

24.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

24.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

24.6 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

24.7 Non-discrimination and Equal Opportunity. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

24.8 U.S. Government Rights. Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

24.9 Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

24.10 Assignment. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of Axon's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of Axon's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

24.11 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

24.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

24.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

24.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:

24.15 Entire Agreement. This Agreement, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

24.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.
Signature: _____
Name: _____
Title: _____
Date: _____

Agency
Signature: _____
Name: _____
Title: _____
Date: _____

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Commissioners Court - Regular Session **57.**

Meeting Date: 07/10/2018

Audit and Accounting Services renewal contract with Weaver and Tidwell, LLP

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 Audit and Accounting Services contract #15RFP113, for the same pricing, terms and conditions as the existing contract for the term of August 1, 2018- July 31, 2019, with Weaver and Tidwell, LLP.

Background

This is the first extension for this contract. Williamson County Audit Committee approved the renewal for 1 year. A Vendor Performance Report (VPR) was submitted that reflected a positive experience with this vendor and that they significantly exceed our requirements on this contract. This contract is funded by line item 01.0100.0409.004181.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Weaver and Tidwell, LLP renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:33 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Dianne West		Started On: 06/29/2018 03:25 PM
Final Approval Date: 07/05/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	**Department:**	Williamson County Auditor
Vendor Name:	Weaver and Tidwell LLP		
Vendor Address:	1601 S. Mopac Expy, Austin, TX 78746		
Purpose/Intended Use of Product or Service (summary):			
Audit and Accounting Services			
P.O./Contract Number:	15RFP113	**Effective Date:**	08/01/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	07/31/2019
Requested By:	Julie Kiley, First Assistant County Auditor		

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 the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	August 1, 2018 – July 31, 2019
Initial Contract Period	August 1, 2015 – July 31, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Weaver and Tidwell, L.L.P.

Name Adam McCane

Title Partner

Signature

Date 06/20/2018

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

Commissioners Court - Regular Session **58.**

Meeting Date: 07/10/2018

Medical Supplies for Williamson CountyJail

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 Medical Supplies for Williamson County Jail Contract #1604-071, for the term of July 7, 2018- July 6, 2019, for the same pricing, terms and conditions as the existing contract, with the exception of discontinued items and department-approved replacements for the primary vendor, Bound Tree Medical, LLC, as shown on the attached renewal form and pricing spreadsheet. The secondary vendor, New Dimension Pharmacy, made no changes to pricing, terms and conditions in the existing contract. The third vendor, Agni Enterprises, LLC (DBA) Head to Heels Safety Supplies, opted out of this renewal term.

Background

This is the second and final extension for this contract. The Sheriff's Department provided Vendor Performance Reports on the remaining vendors reflecting positive experiences with the vendors and that they either met or exceeded our requirements on this contract. Funding source is 01.0100.0570.003200.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bound Tree Medical, LLC renewal 2

New Dimension Pharmacy renewal 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:34 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Dianne West		Started On: 06/29/2018 03:35 PM
Final Approval Date: 07/05/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Sheriff's Office
Vendor Name:	Bound Tree Medical, LLC		
Vendor Address:	5000 Tuttle Crossing Blvd, Dublin, OH 43016		
Purpose/Intended Use of Product or Service (summary):			
Medical Supplies for Williamson County Jail			
P.O./Contract Number:	1604-071	**Effective Date:**	July 07, 2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	July 06, 2019
Requested By:	Sheriff's Office/Jail		
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 with the exception of discontinued items and approved replacements, as shown on attached pricing sheet, and is subject to Commissioners Court approval.**

  LEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

- **Extend Contract for the 2nd renewal option period:**

Renewal Option Period 2	July 7, 2018 – July 06, 2019
Renewal Option Period 1	July 7, 2017 – July 06, 2018
Initial Contract Period	July 7, 2016 – July 06, 2017

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Bound Tree Medical, LLC

Name Tim Jamison

Title Mananger, Bids & Contracts

Signature _____

Date 06/25/2018

Williamson County, 901 S.Austin Ave., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Williamson County Bid No. 1604-071 "Medical Supplies for Williamson County Jail"

Vendor Name	Item ID	Item Description	UoM	Price	New Price	Increase %
EXEL INTERNATIONAL, INC.	30-26027BX	Syringe and Needle, EXEL, 1cc Insulin, 28 ga x 1/2 in, Permantly Attached (U-100) 100/bx 5bx/cs	BX	$ 8.95	$ 8.95	0.00%
LIFE NUTRITION LLC	662248	Glucose Gel, 15 gm, Strawberry Flavor 3/pk 12pk/cs *Will affect patients with Strawberry Allergy*	PK	$ 3.87	$ 3.87	0.00%
OWEN MUMFORD INC	675-AT0752	Lancets, Unistik 2 Super Safety, 21 ga x 3.0 mm, Single Use, Bi-Beveled 100/bx	BX	$ 16.85	$ 16.85	0.00%
CARDINAL HEALTH-PHARMA	12140	Blood Glucose Meter, True Track	EA	$ 12.95	$ 12.95	0.00%
CARDINAL HEALTH-PHARMA	3939-01	IBUPROFEN 200MG TAB 100/BTL	BT	$ 1.69	$ 1.69	0.00%
CARDINAL HEALTH-PHARMA	WH252-5772	ANTI-DIARRHEAL 2MG CAPLETS 12/BT (Generic Imodium A-D)	BT	$ 1.59	$ 1.59	0.00%
CARDINAL HEALTH-PHARMA	0901-01	ASPIRIN 325MG TABS 100/BT	BT	$ 0.79	$ 0.79	0.00%
CARDINAL HEALTH-PHARMA	0469-16	MILK OF MAGNESIA 16 OZ	BT	$ 2.99	$ 2.99	0.00%
DYNAREX CORPORATION	14548	Triple Antibiotic Ointment, 1 oz Tube 72ea/cs	EA	$ 1.69	$ 1.69	0.00%
MCKESSON GENERAL MEDICAL	1460-87125	Rapid Diagnostic Test Kit, CONSULT hCG Pregnancy Test, Urine 25/bx	BX	$ 37.00	$ 37.00	0.00%
MEDIQUE PRODUCTS	17513	Extra Strength APAP, 500mg Acetaminophen Tablests 2/pk 250pk/bx 12bx/cs	BX	$ 15.48	$ 15.48	0.00%
CARDINAL HEALTH-PHARMA	2002-02	CLOTRIMAZOLE CREAM 1% 1 OZ (28 GM)	EA	$ 5.25	$ 5.25	0.00%
CARDINAL HEALTH-PHARMA	2224-06	ORAJEL TOOTHACHE PAIN RELIEF MAXIMUM STRENGTH 20% LIQUID .45OZ	EA	$ 5.75	$ 5.75	0.00%
HONEYWELL SAFETY PRODUCTS USA INC	834-171547	Antacid, Miralac, calcium carbonate 420mg with glycine and mint flavor 2/pk 125pk/bx	BX	$ 5.65	$ 5.65	0.00%

Discontinued - Remove from Contract

Vendor Name	Item ID	Item Description	UoM	Price
CAPITAL WHOLESALE DRUG	375016	*DC* USE 911316 ASPIRIN CHILDRENS CHEWABLE ORANGE FLAVOR 81MG 36/BT 24BT/CS	BT	$ 1.05
DOCTORS SUPPLY INC	1121-146	*DC* *DC*PACKING STRIPS IODOFORM 1/4 IN X 5 YD 12/CS	CS	$ 35.50
CURAPLEX BY BOUNDTREE	11405	*DC* USE 1431-16002 Curaplex Cold Pack, 6 in x 7 in 24/bx 4bx/cs	BX	$ 7.95
CARDINAL HEALTH-PHARMA	12159	*DC-NO SUB * blood glucose, True Track, test strips 100/bt	BTL	$ 85.00
CARDINAL HEALTH-PHARMA	717770	*DC* MFG HYDROCORTISONE CREAM 1% 1 OZ (30GM) TUBE	EA	$ 1.95

Substitutions - Add to Contract

Vendor Name	Item ID	Item Description	UoM	Price
GERI-CARE	375016	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	BT	1.05
MCKESSON GENERAL MEDICAL	1121-146	Packing Strips, Iodoform 5%, Cotton, 1/4 in x 5 yds per Bottle 12/cs	CS	40.83
CURAPLEX BY BOUNDTREE	11405	Curaplex Instant Cold Pack Compress, Medium 6.69in x 6.69in 36ea/cs	EA	0.33
DYNAREX CORPORATION	717770	Ointment, Dynarex, Hydrocortisone Cream, 1%, 1 oz. tube 72ea/cs	EA	1.95

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Sheriff's Office
Vendor Name:	New Dimension Pharmacy		
Vendor Address:	1102 Pinemont STE. F, Houston, TX 77018		
Purpose/Intended Use of Product or Service (summary):			
Medical Supplies for Williamson County Jail			
P.O./Contract Number:	1604-071	**Effective Date:**	July 07, 2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	July 06, 2019
Requested By:	Sheriff's Office/Jail		

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.**

  LEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

- **Extend Contract for the 2nd renewal option period:**

Renewal Option Period 2	July 7, 2018 -- July 06, 2019
Renewal Option Period 1	July 7, 2017 – July 06, 2018
Initial Contract Period	July 7, 2016 – July 06, 2017

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor The Basilea Group

Name Carlos Heath

Title President / CEO

Signature

Date 5/17/18

Williamson County, 901 S.Austin Ave., 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 **59.**

Meeting Date: 07/10/2018

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) and 262.024(7)(D)., for the one time purchase of vehicle decals and wraps in the amount of $33,680.00.

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 01.0100.0560.005700 ($21,800) and out of the Sheriffs' Office seized funds budget ($11,880).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Perez 1

Perez 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 08:48 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 08:53 AM
Form Started By: Jayme Jasso		Started On: 07/02/2018 10:36 AM
Final Approval Date: 07/05/2018		

1116254

Larry Perez Signs and Graphix
304 North Mays
Round Rock, TX 78664 US
512.255.7058
accounting@larryperezsigns.com
www.LarryPerezSigns.com

Estimate 1113

ADDRESS
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL
06/20/2018	**$12,050.00**

ACTIVITY	QTY	RATE	AMOUNT
Vehicle Graphics (17) 2018 Tahoes with no graphics removal.	17	600.00	10,200.00T
Vehicle Graphics (17) Roof #'s in Reflective | Roof #'s Non-Reflective = $40 Each	17	50.00	850.00T
Vehicle Graphics (2) Black Dodge Chargers	2	500.00	1,000.00T
Materials for Service High Performance UV Laminate - Best on the Market and Easy Removal	0	0.00	0.00T

Total: 11,880.00

SUBTOTAL	12,050.00
TAX (0%)	0.00
TOTAL	$12,050.00

THANK YOU.

Accepted By

Accepted Date

Required Signature:

Larry Perez Signs and Graphix
304 North Mays
Round Rock, TX 78664 US
512.255.7058
accounting@larryperezsigns.com
www.LarryPerezSigns.com

Estimate 1111

ADDRESS
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL DUE
06/13/2018	

ACTIVITY	QTY	RATE	AMOUNT
Vehicle Graphics (20) Patrol Cars 2016 Tahoes - Remove Old Graphics, Remove All Glue / Adhesive, and Install New Graphics (including: car #'s, 911, side graphics with reflective material) | Material: 3M with UV Laminate, 9 Year Engineers Grade Reflective	20	600.00	12,000.00T
Graphics Removal (20) Removals are $100 Each if they are 2016 | Remove Old Graphics, Remove All Glue / Adhesive, and 2017's will be $50 Each	20	100.00	2,000.00T
Materials for Service *All Estimated Material Includes: Top of the line 3M & 3M UV Laminate	1	0.00	0.00T

SUBTOTAL	14,000.00
TAX (0%)	0.00
TOTAL	14,000.00

TOTAL DUE

THANK YOU.

Accepted By

Accepted Date

Required Signature:

Larry Perez Signs and Graphix
304 North Mays
Round Rock, TX 78664 US
512.255.7058
accounting@larryperezsigns.com
www.LarryPerezSigns.com

Estimate 1112

ADDRESS
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL
06/20/2018	**$7,800.00**

ACTIVITY	QTY	RATE	AMOUNT
vehicle wrap (2) Livestock Trucks F250 Four Door and Chevy 2500 Four Door + Includes the roof and reflective for both vehicles	2	3,900.00	7,800.00T

SUBTOTAL	7,800.00
TAX (0%)	0.00
TOTAL	$7,800.00

THANK YOU.

Accepted By

Accepted Date

Required Signature:

Commissioners Court - Regular Session **60.**

Meeting Date: 07/10/2018

Stanley Security

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Stanley Convergent Security Solutions, Inc. and the Williamson County County Attorney's office in the amount of $4,245.16 and authorizing the execution of the agreement.

Background

This purchase is for the install of a new Intercom system. The funding used for this purchase is coming from 01.0100.0475.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stanley Security

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 08:41 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 08:53 AM
Form Started By: Jayme Jasso		Started On: 07/02/2018 03:39 PM
Final Approval Date: 07/05/2018		

Customer Installation Agreement

Name: WILLIAMSON COUNTY ("Customer")
Address: 405 MARTIN LUTHER KING, GEORGETOWN, TX 78626

Contact: Peggy Vasquez

Date: 5/7/2018

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Wilco - County Attorney's Office - Intercom System - Q-19190
Transaction Type: Add/Upgrade
System Information: Intercom

Address of Project:

Expected approximate date of commencement of project: June 15, 2018
Expected approximate date of completion of project: June 20, 2018

Customer to Provide

120 vac Power Outlets, Network Connectivity, Static IP address for equipment,

Equipment

Quantity	Part Number	Description
1.00	AJ-IXDF	NETWORK DOOR STATION, IX SERIES, INDOOR/OUTDOOR, AUDIO/VIDEO, STAINLESS STEEL FACEPLATE, INCLUDES 1/4 INCH CMOS COLOR CAMERA, MICROPHONE, SPEAKER, CALL BUTTON, STATUS LEDS, WHITE LED FOR NIGHT VIEWING, FORM-C CONTACT FOR DOOR RELEASE, CONNECTION TO POE NETWORK VIA CAT-5E/6 CABLE, 600 OHM OUTPUT FOR PAGING OR AMPLIFIED SPEAKER, CONTACT INPUT, FLUSH MOUNT, 24 VAC/VDC/POE, WILL CALL UP TO (20) IX-MV MASTERS OR INSTANCES OF IX MOBILE
1.00	AJ-IXMV	AIPHONE | IX-MV | NETWORK MASTER STATION, IX SERIES, DIRECT VIDEO, INCLUDES 3.5 INCH COLOR LCD MONITOR, HANDSET (DUPLEX) & HANDS-FREE (VOX/PTT) COMMUNICATION, DOOR RELEASE BUTTON, (6) PROGRAMMABLE SPEED DIAL BUTTONS, CONNECTS USING CAT-5E/6 CABLE, WALL OR DESK MOUNTED, DESK STAND INCLUDED, 802.3AF POE-COMPLIANT
1.00	AJ-RYIP44	RELAY ADAPTOR, INPUT/OUTPUT, (4) DOORS/(4) MASTER STATIONS, COMPATIBLE W/ IX SERIES & IS-IPDV/F, IS-IP4DVF & IS-IPMV ONLY
1.00	AJ-PS1225UL	12V DC POWER SUPPLY,2.5A
1.00	929740	CAT6 - 4 PAIR 23 AWG 250 MHZ PLENUM WHITE 1000FT BOX (COMP TO HW 63612101)

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-19190

Existing Equipment

Quantity	Description

Equipment Notes

Stanley Security Solutions will furnish and install the following IP based Intercom System in the County Attorney's Office suite at 405 MLK in Georgetown TX. See attached drawing for equipment locations.

1 Audio/video door station - flush mount
1 Audio/Video master station
1 4 In/Out relay adaptor for operation with the remote app
1 12VDC power supply

The customer will provide:

1.) AC power outlet at the Master Station location
2.) Network drops and IP addresses as required

Theory of Operation

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-19190

STANLEY Security

STANLEY Convergent Security Solutions, Inc.

Investment Type: Direct Sale

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade
Warranty Duration: 12 MONTHS
Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*:	$4,245.16
Up-front Deposit*:	$0.00
Progress Payments*:	
Balance Due Upon Completion*:	$4,245.16

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.	Customer: WILLIAMSON COUNTY
Security Representative (Sign)	Customer (Sign)
Security Representative (Print)	Customer (Print)
STANLEY Authorized Manager (Sign)	Title
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180, 1540; 1448; 1650; 1446; CE D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-19190

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 12 MONTHS from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILLITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of $1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 for each occurrence for bodily injury, including death, to any one person and $500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of $1,000,000 for each occurrence and $2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of $1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-19190

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
INTERCOM SYSTEM
(COUNTY ATTORNEY'S OFFICE)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **STANLEY Convergent Security Solutions, Inc., (hereinafter "Service Provider")**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Stanley Security Customer Installation Agreement, dated May 7, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $4,245.16.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Stanley Security Customer Installation Agreement, dated May 7, 2018, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2018

SERVICE PROVIDER:

Matthew S Fortner
Authorized Signature

Matthew S Fortner
Printed Name

Date: 6/29/ ___, 2018

Exhibit(s)
Statement of Work/Customer Installation Agreement

Commissioners Court - Regular Session **61.**

Meeting Date: 07/10/2018

1704-160 renewal for Hygiene Products for Jail

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 Hygiene Products for Jail, contract 1704-160, for the same terms and conditions as the existing contract, with the exception of department approved unit price increases for the contracted items, per the attached pricing sheet, for the term of July 1, 2018 - June 30, 2019.

Background

This is the first extension for this contract. The Corrections Department submitted a Vendor Performance Report (VPR) showing the vendor met all County requirements on this Contract, and requests to renew for the first renewal period. This contract has been operating under the Survivability Clause for contract extension, pending receipt of vendor revised renewal contract forms required for Commissoners Court signature. This was approved in the FY18 budget per line item 0100-0570-3009.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1704-160 renewal Hygiene Products for Jail

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:37 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 09:52 AM
Form Started By: Dianne West		Started On: 07/03/2018 03:51 PM
Final Approval Date: 07/05/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Williamson County Sheriff's Office,Jail
Vendor Name:	Amercare Products, Inc		
Vendor Address:	17661 128th PL NE, Woodinville, WA 98072		
Purpose/Intended Use of Product or Service (summary):			
Hygiene Products for Jail			
P.O./Contract Number:	1704-160	**Effective Date:**	07/01/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	06/30/2019
Requested By:	Abigail Dass, Williamson County Sheriff's Office- Jail		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal with the same terms and conditions as the existing contract with the exception of unit price increases for the seven contracted items, per attached pricing sheet, and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	July 01, 2018 – June 30, 2019
Initial Contract Period	July 01, 2017 – June 30, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Amercare Products, Inc.

Name Julie Siegel

Title Operations Manager

Signature [signature]

Date 6/28/2018

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

AMERCARE
PRODUCTS, INC.

17661 128th Place NE Woodinville, WA 98072
Phone: (800) 556-6322 Fax: (800) 525-4042
Julie@amercareproducts.net

June 7, 2018

Williamson County Sheriff's Office
Dianne West
508 South Rock Street
Georgetown, TX 78626

Re: PO/Contract No. 1704-160

Ms. West:

Phoenix Trading, Inc., DBA Amercare Products, Inc. is interested in renewing Contract No. 1704-160 for Hygiene Products for the Jail, but with a small price increase to account for the increase in cost of raw materials and ocean and inland freight. If possible, we would like to request the following increases:

Line #	Description	Brand/Item#	#/CS	Unit	Original Price	New Price
1	Bath soap, 3 oz, individually wrapped	Amerfresh #S-3	144	CS	$24.48	$25.70
2	Fluoride toothpaste, 0.85 oz	Amerfresh #TP-085	720	CS	$79.20	$81.58
3	Short handle toothbrushes	Amercare #TB-SH	1440	CS	$57.60	$59.33
4	Single blade razor, clear panel	Amercare #RAZ-1-CP	500	CS	$25.00	$25.75
5	Pocket Combs, 5"	Amercare #C-5	2160	CS	$21.60	$22.25
6	Sanitary napkins, individually wrapped	Amercare #AF-250	250	CS	$12.50	$12.88
7	Clear shampoo, 2 oz	Amerfresh #SH-2	96	CS	$17.28	$18.14

Sincerely Yours,

Julie Siegel
Operations Manager

Commissioners Court - Regular Session **62.**

Meeting Date: 07/10/2018

Change order for Ford Audio Video Systems, LLC and Williamson County Proposal and Service Agreement

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action to approve change order to agreement between Ford Audio-Video Systems, LLC and Williamson County under BuyBoard contract # 482-15 (originally approved 5/22/18, agenda item #66). The change order results in a reduction of price from $150,096.76 to $149,787.76.

Background

During the project kickoff meeting and review, several items were discovered to be needing replacement or upgrade. Because of the time that has elapsed from the initial request (May 2017) and the actual project start date, these items were not originally recognized as needing replacement. The decision was made to alter the scope of the project through removing room scheduling enhancements and going in and making core system replacements and upgrades. By doing this work now, we avoid needing to do "end-of-life" replacements in the next few years. It is more cost effective to do these core system replacements/upgrades now. Point of Contacts for this project are Michael Wright and Scott Parker. Funding Source: 01-0100-0581-004509 and adopted in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Change Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:56 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:03 AM
Form Started By: Johnny Grimaldo		Started On: 07/05/2018 07:51 AM
Final Approval Date: 07/05/2018		

CUSTOMER CHANGE ORDER

PROJECT: WILCO ESOC 2018 UPGRADES
QUOTE: TB212C1
CUSTOMER: WCTXGEO

TODAY'S DATE: **06/27/18**
JOB NUMBER: 1807212
CHANGE ORDER NUMBER: **0001**
AGREEMENT DATE: **03/23/18**

SCOPE OF WORK

The Agreement Scope of Work shall be changed as follows:

Seven (7) 7" room scheduling panels shall not be installed. Ten (10) 7" room scheduling panels shall be isntalled at locations agreed upon by the Customer and Ford.

Ten (10) 12-way splitters with powered distribution amplifiers shall be installed to replace the end of life OFE distribution amplifiers. NOTE: These amplifiers will be tuned to the proper gain settings.

The Agreement Equipment List shall be changed as follows:

LINE NO	QTY	ITEM NO	DESCRIPTION	UOM	PRICE	EXTENSION
1	-7	EXTR.601563102	TLS 725M BLK SCHEDULING PANEL		1,170.00	-8,190.00
2	-1,000	WEST.254246	WIRE,4PR,24AWG,CAT 6,CMP		0.35	-350.00
3	-1	BLAC.JPS60A-24	CAT6 SHIELDED PATCH BAY 24 PRT		188.00	-188.00
4					0.00	0.00
5	10	BLON.580074	AMP.DA,BROADBAND INDR DIST AMP		671.00	6,710.00
6	10	BLON.SDS-12	ACCE,RF SPLITTER,12-WAY,10PCS		11.00	110.00
7	1	FAV.MISC3	Misc Power Supplies		1,142.00	1,142.00
8	1	FAV.MISC4	Misc Terminal Strips		457.00	457.00
9					0.00	0.00
10					0.00	0.00
				Merchandise Sub-Total		$ (309.00)
				Labor		0.00
				Freight		0.00
				Sales Tax		0.00
				Change Order Total		$ (309.00)

The original Agreement sum was		**150,096.76**
Net change by previous Change Orders	$	-
The revised Agreement sum prior to this Change Order	$	150,096.76
The Agreement sum shall (increase/decrease) by this Change Order in the amount of	**$**	**(309.00)**
The new Agreement sum including this Change Order is	**$**	**149,787.76**

The Agreement time will be (increased/decreased/unchanged) by..... 0 days.
The date of Substantial Completion as of the date of this Change Order is..... 0 days.

FORD AUDIO-VIDEO SYSTEMS, LLC

Account Manager

Division Manager

Date

CUSTOMER

Customer Signature

Print Name and Title

Date

Commissioners Court - Regular Session **63.**

Meeting Date: 07/10/2018

Advertisement Approval RFP 1806-243 ATM Placement

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 proposals for ATM Placement for Williamson County Facilities under RFP #1806-243.

Background

Williamson County is seeking suppliers for ATM services in designated facilities. This contract will provide revenue to the county through lease of space for the ATM as well as commission from ATM-related fees collected by the supplier.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:58 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:03 AM
Form Started By: Thomas Skiles		Started On: 07/05/2018 08:00 AM
Final Approval Date: 07/05/2018		

Solicitation 1806-243

ATM Placement for Williamson County Facilities

Bid Designation: Public

Williamson County, Texas

Bid 1806-243
ATM Placement for Williamson County Facilities

Bid Number	1806-243
Bid Title	ATM Placement for Williamson County Facilities
Bid Start Date	In Held
Bid End Date	Aug 1, 2018 3:00:00 PM CDT
Question & Answer End Date	Jul 27, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**1 year**
Contract Renewal	4 annual renewals
Prices Good for	**1 year**
Bid Comments	**Williamson County is seeking suppliers for ATM services in designated facilities.**

Item Response Form

Item	**1806-243--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-243
ATM Placement for Williamson County Facilities

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:00:00 PM CDT

PROPOSAL WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:00:00 PM CDT

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized 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 Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 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 proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (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 Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, 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 RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality

of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

Selection will be based on the respondents' answers: (1) experience, (2) qualifications, (3) references, (4) history of providing requested like services, (5) fee for transaction and (6) commission to the County. The relative importance of the criteria is indicated by the point values assigned to each respectively. Please provide responses to the criteria with particular work examples that highlight your previous experience.

1.) Experience and Qualifications	**40 Points**
2.) References	**20 Points**
3.) Price	
a. Transaction Fee	**30 Points**
b. Commission	**10 Points**

1.3.4 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.5 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Shantil Moore, Facilities Contract Coordinator (or successor), Williamson County, 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, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months beginning on October 1, 2018 through September 30, 2019.

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent 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 and should include the RFP number and description:

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 Respondent and County.

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or

any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

Specifications

1 Proposal Specifications

1.1 INTENT

It is the goal of the County to have one ATM provider supply ATM machines for participating County locations. The County seeks proposals from ATM providers, hereinafter referred to as the Respondent; that are trained, experienced, and qualified in providing, installing and servicing ATM machines.

Locations for ATM's in the county:

**Inner Loop Annex - 301 SE Inner Loop, Georgetown Texas
Round Rock Annex – 1801 E. Old Settlers Boulevard Round Rock, TX
Taylor Annex –211 West 6th Street, Taylor TX
Cedar Park Annex – 350 Discovery Blvd, Cedar Park, TX
*Williamson County Justice Center - 405 MLK Georgetown, 78626
*Tax Office - 904 S. Main St Georgetown, 78626
Quarry Splash Pad (Seasonal) – 503 Borho Leander, TX 78642
Expo Center – 5350 Bill Pickett Trail, Taylor TX 76574

**These locations already have ATM's which will remain in place until the current contract expires.*
***This location will be relocating November-December 2018*

Any resulting agreement from this proposal will allow for additional ATMs within County facilities.

1.2 SCOPE OF SERVICES

All Proposals should acknowledge they will comply with the following scope of services.

A. Respondent's Responsibilities:

1. Verify the intended sites of ATM comply with all applicable Federal, State and Local Laws, Ordinances, Rules and Regulations, including without limitation, the American with Disabilities Act prior to installing the ATM at that site.

2. Installation of ATM, assuring it is operational and available for customers to

perform transactions within ninety (90) calendar days from the Contract award.

3. Furnish new, indoor or covered outdoor freestanding self-contained ATM capable of communicating in English and Spanish. All units shall be easy for patrons to use and capable of upgrades for future enhancements.

4. Operate ATM in accordance with all applicable Federal, State and Local Laws, Ordinances, Rules and Regulations.

5. Maintain all ATM throughout the duration of the contract at no cost to the County.

6. Provide, at a minimum, the following services at each ATM: cash withdraw, credit card advances, transfers and balance inquiries.

7. Furnish all needed supplies, data line, ATM equipment cleaning and services required for cash replenishment. Furnish related security, balancing and reporting to the County as required to successfully perform the services as interpreted by the County.

8. Access and monitor machines and dispatch uniformed service personnel to perform necessary data line and ATM repairs or replacement. On-site maintenance shall be performed during normal work hours, 8:00 AM - 5:00 PM, Monday through Friday except County Holidays. These hours are subject to change on a permanent basis with notice, or may change on a temporary basis without notice at the discretion of the County.

9. Ensure that all ATM personnel are in uniform, have photo identification and report to security before performing any work on the ATM. The uniform must **not** indicate that the staff is employed by the County.

10. Successful Respondent will be responsible for all data communication costs including phone lines.

11. Successful Respondent will guarantee a minimum of 99% ATM availability during County approved hours. (#8 above)

12. Share revenue generated by the transaction fee charged to the patrons with the County as applicable.

13. Conspicuously display a toll-free phone number that ATM patrons can call to ask questions, report problems, or make complaints regarding the use or malfunctions of the ATM. All such complaints shall be investigated and resolved within five (5) calendar days.

14. Be solely responsible for the operation of the ATM with regards to cash availability and replenishment as well as the availability of the ATM with regards to maintenance, repair and replacement.

B. County's Responsibilities: The County will:

1. Control the management of the premises where an ATM is installed on County-owned or leased property. The County will not tamper with, nor impede the patrons approach to, nor does it desire to have internal access to the ATM.

2. Provide adequate floor space, anticipated not to exceed nine (9) square feet, for the placement of the ATM. The County shall provide the electric service specified by the Successful Respondent for each machine, in addition to cleaning services surrounding

the ATM.

3. Allow individuals, who have successfully passed through security, if applicable, access to the ATM Monday through Friday, not including County Holidays, as applicable, between the hours of 8:00 AM and 5:00 PM local time. These hours are subject to change on a permanent basis with notice, or may change on a temporary basis without notice at the discretion of the County as applicable.

4. Maintain the premises to comply with all applicable Federal, State, and Local Laws, Ordinances, Rules and Regulations, including without limitation, the American with Disabilities Act.

C. Other Requirements

1. All proceeds from the ATM service, with the exception of the County's percentage of the transaction fees will belong entirely to the Successful Respondent.

2. Signage may be permitted at the site that displays the Successful Respondent's name and the names of the affiliated ATM networks. The Successful Respondent may place directional signage in the premises which directs the patrons to the ATM, upon approval from the Williamson County Facilities Director. All signage shall be mutually agreed upon by both the Successful Respondent and the County as applicable.

3. Neither party shall refer to the other party in advertising nor use the other party's logo, trademarks, or service marks without the prior written consent of the other party; provided however that the Successful Respondent shall be permitted to advertise the address of the ATM in a directory of all or a portion of the Successful Respondents ATMs. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of the other party.

4. From time to time, or as needed, both parties understand that the premises where an ATM is located may be renovated. In the event the premises are determined solely by the County to be renovated, the County will provide a minimum of ninety (90) calendar days' notice to the Successful Respondent if the ATM must be relocated as a result of the renovation. The new location shall be comparable in foot traffic and visibility within the facility to the extent functionally possible as determined solely by the County as applicable. The cost of any relocation shall be borne by the Successful Respondent. Currently there are no plans for renovation at any of the buildings specified.

5. Should the County, in its sole determination, decide to close the premises where an ATM is located, it shall provide, to the extent possible, a minimum thirty (30) calendar days' notice to the Successful Respondent. The Respondent shall remove the ATM within ten (10) calendar days before such closing. All other ATMs placed, and their subsequent agreements, shall remain in full force and effect.

6. The parties acknowledge and agree that nothing contained in any agreement between the County and the Successful Respondent shall be construed to establish the County and the Successful Respondent as joint ventures or partners. Further, the County is not in any manner representing it to be a bank or to be otherwise involved in the banking business.

7. The County should not be responsible for any acts of third parties or any acts of God in relation to the ATMs located on County's premises. This shall include, but not be limited to theft, vandalism or total loss due to fire.

1.3 PROPOSAL REQUIREMENTS:

Respondents shall address each of the following specific criteria demonstrating that their proposal meets the minimum qualifications, requirements and the Respondent understands the work to be performed. Proposal responses shall address, at a minimum, the following:

A. State in sufficient detail how the County would share in transaction fee revenues generated by each ATM machine for both the initial contract term and also for the renewal term, if renewed.

B. The time required, in calendar days, from the date of Contract award until the ATMs are available for transactions to the public.

C. Provide a list of subcontractors, if any, to be used by your firm that includes the name of the firm, address, phone number and what services they will provide.

D. Provide a copy of any agreement your firm would require the County to execute for the ATM contract. (The terms and conditions of this RFP shall prevail in the event there is a conflict in terms.)

E. Specify the make and model (including relative identification numbers) ATM to be furnished along with descriptive literature regarding the ATM proposed.
F. Respondent will not sell, lease, lend, sub-contract, or in any way, convey any of the contracted ATM services to any other party.

G. Respondent must have been in business for more than two years.

H. Respondent will have sufficient funds to keep ATM properly funded and in excellent working condition at all times. Respondent will remotely monitor ATMs daily, and will not allow ATMs to be “Out Of Service” due to lack of funds.

I. Respondent will respond to any service outages within 2 hours.

J. Respondent will have a service employee on call, and willing to respond 24/7.

K. Respondent will install machines which are new, or no more than one year old, and fully compliant with ADA. ATMs will be kept clean by Respondent, all lighting and signage in place and in good working order.

L. Respondent will provide ATMs in designated locations, within 30 days of Contract award.

M. Respondent will not bill Williamson County for any goods, services, or costs of any kind.

N. Respondent will provide either a hard-wired phone line, or preferably an internet connection as needed to operate the ATM.

PRICE SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please enter the total transaction fee charged to customer – as member or non-member, then itemize the distribution of the fees collected. If member/non-member is not relevant enter "NA".

Example: Customer Transaction Fee: $___.00
Commission to Respondent: $___.00
Commission to County: $___.00

ATM Customer Transaction Fee (Non-Member): _____

Commission to Respondent: _____

Commission to Williamson County: _____

ATM Customer Transaction Fee (Member *if applicable*): _____

Commission to Respondent: _____

Commission to Williamson County: _____

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

This ATM Agreement is made this _____day of _____, 2018 by and between WILLIAMSON COUNTY, TEXAS, hereinafter called LESSOR and _____, hereinafter called LESSEE, on the following terms and conditions.

I. For and in consideration of the lease payment set out and the service to be provided for the benefit of LESSOR by LESSEE, LESSOR does hereby lease and grant an exclusive right license to LESSEE, locations upon and within, but not limited to the following eight (8) properties, for the purpose of installing and operating Automatic Teller Machines (ATM's).

Tax Office
904 S. Main Street
Georgetown, TX 78626

Pct. 1
1801 E Old Settlers Blvd
Round Rock, Texas, 78664

Pct. 2
350 Discovery Blvd
Cedar Park, TX 78613

Pct. 3
301. S.E. Inner Loop
Georgetown, TX 78626

Pct. 4
211 W 6th St
Taylor, Texas 76574

Williamson County Justice Center
405 MLK Street
Georgetown, Texas 78626

Quarry Splash Pad (Seasonal)
503 Borho
Leander, Texas 78642

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, Texas 76574

II. The lease payments, which will be paid monthly and due by the end of the following month for the previous months transactions, shall be: SEE ATTACHED PRICE SHEET – Appendix "A" and "Price Sheet Attachment (setting forth options "A" and "B" for Price Sheet, which are both incorporated herein as if copied in full. LESSOR reserves the right to choose the available ATM Customer Transaction Fees set forth in Appendix "A" and "Price Sheet Attachment". LESSEE shall provide to Lessor financial reports to summarize all activity and transactions to show the calculation of lease payments, and shall cooperate with any reasonable requests for information from LESSOR.

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSOR and LESSEE hereby agree that:

(a) During the term of this Agreement or any renewal of the same, LESSOR shall not grant the right of installing or operating ATM service at the locations described herein to any other company, financial institution, or person including LESSOR.
(b) TERM of the contract shall provide ATM services for an initial term of twelve (12) months, beginning the first day of the first month after the date of the award. Contract extensions may be agreed upon in twelve (12) month increments for up to an additional forty eight (48) months, with the terms and conditions remaining the same, unless otherwise negotiated due to the deflation or inflation of the U.S. Currency. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.
(c) LESSOR shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by willful or gross neglect.
(d) LESSOR will provide dedicated power for the ATM and either a phone line or internet connection at no cost to LESSEE.
(e) LESSOR and LESSEE agree the ATM is and always will be the property of LESSEE unless this contract is replaced with a new contract describing the terms and conditions of any change of ownership of the ATM.
(f) LESSEE or its agents will provide all service maintenance and technical support.
(g) The location of the ATM and the space provided shall be agreed upon between the LESSEE and LESSOR. The space shall be suitable and in plain view, readily accessible to make the services available to the general public. LESSOR, its employees or customers will take no action, which prevents or adversely affects the access, view or use of the ATM.
(h) LESSOR has the authority to enter into this Agreement.
(i) LESSEE shall install the ATM at its sole expense.
(j) LESSEE shall bolt the ATM to the floor to prevent theft and prohibiting the ATM from being tipped over.
(k) LESSEE is not responsible to repair any holes, slab damage or other damage caused to the location by the installation or removal of the ATM.
(l) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by LESSEE shall remain the property of LESSEE. Upon termination of this Agreement, LESSEE shall have the right to enter the location to remove all of its property. LESSOR agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by LESSEE.
(m) At the end of the original term or at the end of any renewal term of this Lease, LESSOR grants to LESSEE a thirty (30) day option to match any bona fide third party offer in connection with the use and/or operation of ATM equipment.
(n) If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resulting to litigation or some other dispute resolution procedure.
(o) This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.
(p) This ATM is being processed by LESSEE, and network sponsorship is being provided by Meta Bank.
(q) Both parties agree to and will comply with all the terms and conditions of this Agreement and of the original Williamson County (RFP) dated June, 2018.
(r) Compliance With All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements
(s) No Assignment: Lessee may not assign this contract without express written consent.
(t) Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSEE	**LESSOR**
_____	**WILLIAMSON COUNTY, TEXAS**
BY:_____	**BY: _____**
PRINT NAME: _____	**PRINT NAME: _____**
TITLE: _____ DATE: _____	**TITLE: _____ DATE: _____**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
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 Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	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 Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN 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.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

Question and Answers for Bid #1806-243 - ATM Placement for Williamson County Facilities

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **64.**

Meeting Date: 07/10/2018

Approval of contract Knight Security Georgetown Annex Camera Install

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of a video surveillance and panic button system for the Georgetown Annex with Knight Security Systems (KSS) in the amount of $85,060.06 under DIR Contract #DIR-TSO-3430.

Background

Knight Security Systems (KSS) will provide and install video surveillance and panic button systems for the new Williamson County - Georgetown Annex. System installation includes hardware, system licenses, programming, and configuration. Funding source is P325.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 09:59 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:03 AM
Form Started By: Thomas Skiles		Started On: 07/05/2018 08:03 AM
Final Approval Date: 07/05/2018		

Proposal: 8704-2-0

Wilco - New Gtown Annex v3

Proposal Issued:
6/28/2018

Proposal Valid To:
7/28/2018

Prepared for:
Dale Butler

Williamson County - Pct 3 Annex
151 Wilco Way
Georgetown TX, 78626

E dbutler@wilco.org
W (512) 943-1609
M (512) 658-3925

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Pct 3 Annex

Site	**Billing**	**Contact**
151 Wilco Way Georgetown, TX 78626	,	Dale Butler **P** (512) 943-1609 **E** dbutler@wilco.org

PROJECT NAME: Wilco - New Gtown Annex v3

PROJECT SCOPE

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install video surveillance and panic button systems for the new Williamson County - Georgetown Annex.

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

- **Video Surveillance System** - *43 Security Cameras, 2-room interviewing system, 1 network audio module (Install locations determined on final floorplans):*
  - **44** new Genetec Corporate licenses will be added to the **existing** VMS server
    - KSS will add camera and client connection licenses
    - Client workstation deployment will be managed and installed by County IT prior to KSS arriving to install the client software on **upto 10** client workstations
    - Each IDF KSS will provide yellow patch panel inserts and yellow patch cords for the KSS provided IP devices
    - The POE and switch configuration is provided by County IT
  - **First Floor - 27 cameras:**
    - **Twenty two** interior dome cameras located in corridors
    - Cameras will be both ceiling mounted and wall mounted in various areas
    - **Four** exterior multi-sensor cameras providing general coverage of the parking areas
    - **Three** exterior fixed lens bullet cameras providing images of each main entry and one office corridor entry.
    - **Interview Room System - BIS DCR-IR interview room surveillance system**
      - BIS IR software including DCR-IR live broadcast license
    - One Dante virtual sound card
    - One Dante 4 channel expander
    - One DCR-IR I/O module
    - Two BIS omnidirectional microphones
  - DCR-IR server requirements
    - 16GB RAM
    - 2TB Hard Drive
    - Intel Core i7 Processor
    - Ethernet RJ-45 Network Interface 100/1000
    - USB 3.0 Ports
    - PCIe Slot (For Non-IP Video Solutions Only)
    - Microsoft Windows 7 or 8.1 or 10 Professional 64-bit
    - The customer will provide the network switch and server

- **Second Floor - 14 cameras:**
  - **Thirteen** interior dome cameras located in corridors and stairwells
  - Cameras will be both ceiling mounted and wall mounted in various areas
  - **One** interior multi-sensor camera located in the hallway corridor outside court room
  - **One** Axis network module with Sony microphone mounted in the center of the courtroom
    - Requires one device license
  - Cameras will stream and record to the existing County VMS server
    - All mounting hardware is included for camera locations
    - Initial programming will include:
    - Enrolling the cameras and setting up basic motion detection
    - One administrative account
    - One view only account
    - Estimated days of storage is dependent on space provided by owner
    - 1080p at H.264 and 10 FPS

* The NVR storage capacity is existing and will be impacted based on general conditions that KSS does not influence.
* All ethernet/data cabling is to be provided by owner from each IP device to the MDF/IDF.

- **Panic Alarm System,** KSS will furnish and install the following
  (Install locations determined on final floorplans):
  - **First Floor devices:**
    - One alarm detection panel with network reporting and cellular backup
    - One LCD control Keypad
    - Six under counter panic buttons
    - Three Strobes
  - **Second Floor devices:**
    - Eleven under counter panic buttons
    - Three Strobes (2 locations TBD)
  - Includes a master LED panel that will show the location ID of any panic activated
  - Initial programming will include:
    - Enrolling up to 10 users with unique PIN numbers
    - Setup of auto arm schedule
    - Monitoring setup of the system for Network reporting as primary and Cellular backup
  - Low Voltage cabling home run from each device to MDF/IDF
  - Each device will include the necessary mounting hardware

1st Floor



2nd Floor



Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Ethernet/Data Cabling, terminations, testing
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptible power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- Phone line and / or network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- The initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.
KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable.

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.
KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.
Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

Lift rental **is included** in this proposal.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.
A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed then additional charges will be applied.
Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation.

Training

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.
Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430
2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		

Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		NA	
Installation of electric locking mechanism power supplies		NA	
Installation of device power supplies		NA	
120VAC at each device location where needed	X		
Building penetrations to exterior	X		
Fire partition penetrations and sealing	X		
Installation of conduit to security system devices where needed	X		
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptible power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	X		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	

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, Williamson 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: Knight Security Systems, LLC 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 Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC 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 Knight Security Systems, LLC reasonable advance notice of intended audits

PROJECT INVESTMENT

1st Floor Panic System — $6,701.38

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1.00	DMP	DIR-XR550DNL-G	574 ZONES,DIALER/NET,350-G ENCL,INC 50VA TRANSFRMR	$575.98	$575.98
6.00	DMP	DIR-HUB-M	DOOR RELEASE BUTTON /PANIC BUTTON	$17.34	$104.04
1.00	DMP	DIR-7070-W	GREEN LCD, 4 ZONES, W/SHORTCUT KEYS, WHITE	$140.36	$140.36
1.00	DMP	DIR-PANEL PACK	XT/XR HARDWARE PACK	$7.83	$7.83
1.00	DMP	DIR-263H	HSPA+ CELLULAR COMMUNICATOR FOR XT SERIES	$221.44	$221.44
1.00	DMP	DIR-381-25	25' SMA LMR-100 COAX CABLE EXTENSION FOR ALL CELL	$52.56	$52.56
3.00	Mascon	STL-35B	Strobe Light, 6 to 14 Volt DC, 140 Milliampere at	$15.73	$47.19
1.00	Ultratech	IM-1270	12V 7AH SLA BATTERY	$12.57	$12.57
3.00	Windy City Wire	444380	22-04 UNS STR CMP Wht Jkt	$125.97	$377.91

Labor:

QTY	Description	Ext.Price
2.00	SYSDESIGN	$287.10
6.00	INSTALL	$658.80
4.00	PROJECTMGR	$691.20
8.00	SYSTECH	$1,108.80
22.00	INSTALLCABLE	$2,415.60

Monthly Recurring:

Description	Ext.Price
GSM/Cellular Back up monitoring	$22.00
Digital Alarm Monitoring up to 64 zones incl timer	$32.00

Equipment Subtotal	**$1,539.88**
Labor Subtotal	**$5,161.50**
1st Floor Panic System SubTotal	**$6,701.38**
Monthly Recurring Subtotal	**$54.00**

1st Floor Security Cameras — $31,151.51

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
22.00	AXIS	DIR-0806-001	M3046-V 2.4MM ULTRA-COMPACT CA	$289.96	$6,379.12
4.00	AXIS	DIR-0815-001	P3707-PE FLEXIBLE CAMERA	$942.17	$3,768.68
4.00	AXIS	DIR-5507-511	T94M02D COMPRISES A WEATHER	$77.79	$311.16
4.00	AXIS	DIR-5504-821	T91D61 WALL MOUNT, AL WH W/	$66.01	$264.04
4.00	AXIS	DIR-5017-641	T91A64 CORNER BRACKET	$62.08	$248.32
1.00	AXIS	DIR-0888-001	P3228-LVE DN DOME IK10 OUT	$863.59	$863.59
2.00	AXIS	DIR-0955-001	P3225-LVE MK II DOME CAMERA,VF	$549.27	$1,098.54
29.00	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$8.13	$235.77
29.00	PANDUIT	AXE-699967	PANDUIT Category 6A Netkey Punchdown Module - Yell	$11.26	$326.54
3.00	Windy City Wire	5566030	23-4P UNS SOL CMP C6 Ylw Jkt	$510.00	$1,530.00

Client Initials:_____

Labor:

QTY	Description	Ext.Price
5.00	SYSDESIGN	$717.75
14.00	PROJECTMGR	$2,419.20
24.00	SYSTECH	$3,326.40
32.00	INSTALL	$3,513.60
56.00	INSTALLCABLE	$6,148.80

Equipment Subtotal **$15,025.76**
Labor Subtotal **$16,125.75**
1st Floor Security Cameras SubTotal **$31,151.51**

1st Floor Interview Room System — $18,823.00

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1.00	AXIS	DIR-0321-004	P8221 NETWORK I/O AND AUDIO	$274.24	$274.24
2.00	AXIS	DIR-0806-001	M3046-V 2.4MM ULTRA-COMPACT CA	$289.96	$579.92
2.00	BIS	DCRIR-2S	DCR-IR 2ch Digital A/V Recording Soft-ware for Interview Rooms (incl. 12 month SAS)	$3,607.69	$7,215.38
0.00	BIS	DCR-IR-LBL	DCR-IR Live Broadcast License	$0.00	$0.00
1.00	BIS	BIS-DANTE-V64	Dante Virtual Sound Card (up to 64ch)	$183.08	$183.08
1.00	BIS	BIS-DANTE-IN4	4ch Input Dante Expander	$1,538.46	$1,538.46
1.00	BIS	DCR-IR-LSCM	DCR-IR Light Switch Control Module	$1,076.92	$1,076.92
2.00	BIS	BIS-MIC-OCM-S2	Omnidirectional Ceiling Mount Microphone	$429.23	$858.46
2.00	BIS	NMNT-DCR-R	Annual DCR REMOTE SUPPORT on above purchased system (Hardware Replacement not included)	$769.23	$1,538.46
1.00	BIS	SIT-DCR	Setup, Installation and Training for DCR System	$3,692.31	$3,692.31
2.00	DSI	ES450-K1	Key Switch Control: With single gang painted alumi	$59.94	$119.88
2.00	Mascon	STL-35B	Strobe Light, 6 to 14 Volt DC, 140 Milliampere at	$15.73	$31.46
1.00	Windy City Wire	5566030	23-4P UNS SOL CMP C6 Ylw Jkt	$337.66	$337.66

Labor:

QTY	Description	Ext.Price
1.00	SYSDESIGN	$143.55
1.00	PROJECTMGR	$172.80
3.00	INSTALLCABLE	$329.40
5.00	INSTALL	$549.00
4.00	SYSTECH	$554.40

Discounts and Misc. Items:

QTY	Description	Ext.Price
1.00	Dir-Discount Install Parts	($328.30)
1.00	Dir-Discount Install Labor	($44.08)

Equipment Subtotal **$17,446.23**
Labor Subtotal **$1,749.15**
Discounts and Misc. Items SubTotal **($372.38)**
1st Floor Interview Room System SubTotal **$18,823.00**

2nd Floor Security Cameras — $13,068.08

Client Initials:_____

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
13.00	AXIS	DIR-0806-001	M3046-V 2.4MM ULTRA-COMPACT CA	$289.96	$3,769.48
1.00	AXIS	DIR-0815-001	P3707-PE FLEXIBLE CAMERA	$942.17	$942.17
1.00	AXIS	DIR-0321-004	P8221 NETWORK I/O AND AUDIO	$274.24	$274.24
12.00	PANDUIT	AXE-699967	PANDUIT Category 6A Netkey Punchdown Module - Yell	$11.26	$135.12
12.00	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$8.13	$97.56
1.00	Windy City Wire	5566030	23-4P UNS SOL CMP C6 Ylw Jkt	$337.66	$337.66

Labor:

QTY	Description	Ext.Price
3.00	SYSDESIGN	$430.65
5.00	PROJECTMGR	$864.00
10.00	SYSTECH	$1,386.00
16.00	INSTALL	$1,756.80
28.00	INSTALLCABLE	$3,074.40

Equipment Subtotal **$5,556.23**

Labor Subtotal **$7,511.85**

2nd Floor Security Cameras SubTotal **$13,068.08**

2nd Floor Panic System — $6,530.13

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
11.00	DMP	DIR-HUB-M	DOOR RELEASE BUTTON /PANIC BUTTON	$17.34	$190.74
1.00	DMP	DIR-714-8	8PT ZONE EXPANDER IN 340 ENCLOSURE	$110.16	$110.16
3.00	Mascon	STL-35B	Strobe Light, 6 to 14 Volt DC, 140 Milliampere at	$15.73	$47.19
2.00	Windy City Wire	444380	22-04 UNS STR CMP Wht Jkt	$125.97	$251.94

Labor:

QTY	Description	Ext.Price
2.00	SYSDESIGN	$287.10
4.00	PROJECTMGR	$691.20
8.00	INSTALL	$878.40
8.00	SYSTECH	$1,108.80
27.00	INSTALLCABLE	$2,964.60

Equipment Subtotal **$600.03**

Labor Subtotal **$5,930.10**

2nd Floor Panic System SubTotal **$6,530.13**

General Items — $9,687.96

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
44.00	Genetec	DIR-GSC-Om-E-1C	1 camera connection	$180.10	$7,924.40
252.00	Genetec	DIR-ADV-CAM-E-1M	Genetec Advantage for 1 Omnicast Enterprise Camera	$3.03	$763.56
1.00	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$1,000.00	$1,000.00

Equipment Subtotal **$9,687.96**

General Items SubTotal **$9,687.96**

Discounts — ($902.00)

Discounts and Misc. Items:

QTY	Description	Ext.Price
1.00	Discount to offset the camera license prices	($902.00)

Client Initials:_____

Discounts and Misc. Items SubTotal	**($902.00)**
Discounts SubTotal	**($902.00)**

SecurePlan

Monthly Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$717.00

Monthly Recurring Subtotal	**$717.00**

Investment Summary

Total Equipment	**$49,856.09**
Total Labor	**$36,478.35**
Total Discounts & Misc. Items	**($1,274.38)**
Total Proposal Amount	**$85,060.06**
Monthly Recurring	**$771.00**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$85,060.06**

The price above includes: material, equipment and labor as described within this proposal.

Client Initials:_____

TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566: Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars ($500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

Indemnification. Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within

Client Initials:_____

thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

Client Initials:_____

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Monitoring Service. If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

Client Initials:_____

Commissioners Court - Regular Session **65.**

Meeting Date: 07/10/2018

Approval of contract Stanley Security Georgetown Annex Security System

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of an access control system for the Georgetown Annex with Stanley Convergent Security Solutions Inc. in the amount of $66,378.42 under BuyBoard contract #493-15 and authorizing the execution of the services contract.

Background

Stanley Security Solutions will expand the County-wide access control system into the Georgetown Annex, furnishing all labor and materials. Funding source is P325.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 10:01 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:03 AM
Form Started By: Thomas Skiles		Started On: 07/05/2018 08:09 AM
Final Approval Date: 07/05/2018		

STANLEY Security

STANLEY Convergent Security Solutions, Inc.

Customer Installation Agreement

Name: Williamson County, Georgetown Pct 3 Annex ("Customer")
Address: 151 Wilco Way, Georgetown, TX 78626

Contact: Dale Butler

Date: 6/15/2018

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Wilco - Georgetown Pct 3 Annex, Access Control - Q-25653
Transaction Type: New
System Information: Access

Address of Project:

Expected approximate date of commencement of project: August 1, 2018
Expected approximate date of completion of project: August 30, 2018

Customer to Provide

120 vac Power Outlets, Any Add'l Devices Req'd by Local AHJ, Aux'ry relays for Fire / sup'ory Devices, Door Hardware, Electric Locking Hardware, Network Connectivity, Static IP address for equipment,

Equipment

Quantity	Part Number	Description
2.00	LNL-2220	INTELLIGENT DUAL READER CONTROLLER - 12 VDC OR 24 VDC @ 700MA; SIZE (6 INCHES (152MM) W X 8 INCHES (203MM) L X 1 INCHES (25MM)H); (5 YEAR LITHIUM BATTERY OR 3 MONTHS FULL RUN) 6 MB STANDARD CARDHOLDER FLASH MEMORY; 50;000 OF EVENT MEMORY; MAXIMUM OF 32 DEVICES; ON-BOARD ETHERNET; ON-BOARD TWO DOOR CONTROL; EIGHT INPUTS; FOUR OUTPUTS; CABINET TAMPER AND POWER FAULT INPUT MONITORS. ROHS; CE; C-TICK AND UL 294
20.00	LNL-1320	DUAL READER INTERFACE MODULE (SERIES 2 -SUPPORTS OSDP READERS) - 12/24 VDC; 2 READER INTERFACE; W/M; 8 INPUTS; 6 (5A) FORM C RELAYS ; ROHS; CE; C-TICK AND UL294 CERTIFIED
43.00	920PTNNEK00000	RDR, RP40, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT
7.00	2S31952R1	18(4)+22(2+4+6)1S CMP PROFN 1000FT (COMP TO HW 31951099)
5.00	LNL-CTX-6	LENEL UL LISTED HARDWARE ENCLOSURE (24 X 18 X 4.5); ONLY WITH LOCK AND TAMPER SWITCH (UL APPROVED)(CAN HOUSE UP TO 6 BOARDS)

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-25653

2.00	AX-AL600ULXD	6AMP 12/24V DC UL POWER SUPPLY
4.00	UZ-NP712	12V 7AH BATTERY

Existing Equipment

Quantity	Description

Equipment Notes

Stanley Security Solutions will expand the County-wide access control system into the Georgetown Pct 3 Annex as follows. See attached drawing for equipment locations.

1st Floor Headend Control - IT Room #106

1 Intelligent dual reader controller
13 Dual reader interface module
3 6-board enclosures
1 Power supply with backup batteries
1lot Composite Cable

1st Floor Cardreader Doors

28 Multclass cardreaders

Cardreader doors terminated at this headend panel: 118A, 115, C120D, C120B, C120A, C120, C101A, 112, 113, HR106, HR106A, HR108A, 122, HR119, HR104, HR101, HR115, 123A, HR142, P104B, 106, V101, C101, V101A, P101A, 100, V112, HR135

2nd Floor Headend Control - IT Room #208

1 Intelligent dual reader controller
7 Dual reader interface module
2 6-board enclosures
1 Power supply with backup batteries
1lot Composite cable

2nd Floor Cardreader Doors

15 Multclass cardreaders

Cardreader doors terminated at this headend panel: AG205A, CO201, 217, AG202A, AG202, 223A, 223, 214, 218, 217A, 226, JP202, JP204A, JP235, JP210

To be provided by others:

1. Commercial power at headend panel locations
2. Network drop at headend panel locations
3. Static IP addresses for headend panels
4. Door locks and door lock power
5. Request-to-exit devices (Stanley will terminate into headend panels)
6. Door contact switches (Stanley will terminate into headend panels)

Theory of Operation

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-25653

STANLEY Security

STANLEY Convergent Security Solutions, Inc.

Investment Type: Direct Sale

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: New
Warranty Duration: 12 MONTHS
Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*:	$66,378.42
Up-front Deposit*:	$0.00
Progress Payments*:	
Balance Due Upon Completion*:	$66,378.42

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.	Customer: Williamson County, Georgetown Pct 3 Annex
Security Representative (Sign)	Customer (Sign)
KEITH CHOATE Security Representative (Print)	Customer (Print)
STANLEY Authorized Manager (Sign)	Title
Shawn Foltner / GM STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704088-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-25653

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 12 MONTHS from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILLITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4 The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of $1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 for each occurrence for bodily injury, including death, to any one person and $500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of $1,000,000 for each occurrence and $2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of $1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-25653

STANLEY
Security Solutions

6/18/2018

RE: Stanley Security Solutions : Quote #: Q-25653
Access Control System for the Williamson County Georgetown Pct 3 Annex

Stanley Buyboard # 493-15
Stanley Buyboard discount: 20% off of MSRP for equipment and labor

Total Price: $66,378.42

Stanley Security Solutions will expand the County-wide access control system into the Georgetown Pct 3 Annex as follows. See attached drawing for equipment locations.

1st Floor Headend Control - IT Room #106

1 Intelligent dual reader controller
13 Dual reader interface module
3 6-board enclosures
1 Power supply with backup batteries
1lot Composite Cable

1st Floor Cardreader Doors

28 Multclass cardreaders

Cardreader doors terminated at this headend panel: 118A, 115, C120D, C120B, C120A, C120, C101A, 112, 113, HR106, HR106A, HR108A, 122, HR119, HR104, HR101, HR115, 123A, HR142, P104B, 106, V101, C101, V101A, P101A, 100, V112, HR135

2nd Floor Headend Control - IT Room #208

1 Intelligent dual reader controller
7 Dual reader interface module
2 6-board enclosures
1 Power supply with backup batteries
1lot Composite cable

2nd Floor Cardreader Doors

15 Multclass cardreaders

Cardreader doors terminated at this headend panel: AG205A, CO201, 217, AG202A, AG202, 223A, 223, 214, 218, 217A, 226, JP202, JP204A, JP235, JP210

To be provided by others:

1. Commercial power at headend panel locations
2. Network drop at headend panel locations
3. Static IP addresses for headend panels
4. Door locks and door lock power
5. Request-to-exit devices (Stanley will terminate into headend panels)
6. Door contact switches (Stanley will terminate into headend panels)

Stanley Contact: Keith Choate
Tel. 210-551-5422
Keith.choate@sbdinc.com

Please email this quote to Buyboard at: info@buyboard.com to generate the Purchase Order to Stanley.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
ACCESS CONTROL SYSTEM
(PCT. 3 ANNEX)
(Buyboard # 493-15)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **STANLEY Convergent Security Solutions, Inc., (hereinafter "Service Provider")**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quotation(s), dated June 18, 2018 and marked Exhibit(s) "A" which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed

by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s) "A." Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $66,378.42.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation(s), dated June 18, 2018 and marked Exhibit(s) "A" which is incorporated herein as if copied in full;

B. Buyboard # 493-15 and related addenda and exhibits; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental

setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

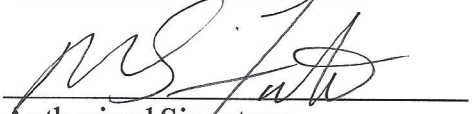
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2018

SERVICE PROVIDER:


Authorized Signature

Shawn FORTNER / GM
Printed Name

Date: 6 22, 2018

Exhibit "A"
Statement of Work/Quotation

Commissioners Court - Regular Session **66.**

Meeting Date: 07/10/2018

Rejecting IFB 1805-230

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 formally rejecting all bids received for IFB #1805-230 Sale of Real Property - Green Builders Tract North.

Background

At its June 27 regularly scheduled meeting, the Williamson County Conservation Foundation voted to recommend to Commissioners Court rejection of all bids received by the June 14 deadline under Solicitation #1805-230. It is the intent of the board to re-post at an appropriate time

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 10:04 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:31 AM
Form Started By: Thomas Skiles		Started On: 07/05/2018 08:56 AM
Final Approval Date: 07/05/2018		

Bid #1805-230 - Sale of Real Property Green Builders Tract North

Creation Date **May 8, 2018** End Date **Jun 14, 2018 10:00:00 AM CDT**

Start Date **May 23, 2018 7:49:36 AM CDT** Awarded Date **Not Yet Awarded**

1805-230--01-01 Total Bid Price					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Sun City Texas Community Association	First Offer - $7,087.50	1 / each	$7,087.50		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** $500.00/Acre			

1805-230--01-02 Please Attach All Documents To This Line					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Sun City Texas Community Association	First Offer -	1 / each			
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Sun City Texas Community Association **$7,087.50 (2/2 items)**

Bid Contact **Jim Romine**
jim.romine@sctexas.org
Ph 512-948-7703
Fax 512-948-7861

Address **2 Texas Drive, Building A**
GEORGETOWN, TX 78633

Agency Notes:

Supplier Notes:

Head Attch:

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print Close

From:	Kerstin Hancock
To:	Kerstin Hancock
Subject:	FW: Bid status on County Land- Green Builders
Date:	Thursday, July 05, 2018 9:00:43 AM
Attachments:	image006.png

From: Gary Boyd
Sent: Thursday, July 5, 2018 8:48 AM
To: Steve Ricks <Steve.Ricks@SCTexas.org>
Cc: Jim Romine <Jim.Romine@SCTexas.org>; Katie Newnam <Katie.Newnam@SCTexas.org>; Valerie Covey <vcovey@wilco.org>; Blake Skiles <blake.skiles@wilco.org>; Charlie Crossfield <charlie@scrrlaw.com>; Rachel Arnold <rarnold@wilco.org>; Cynthia Long <clong@wilco.org>; Michael Young <michaelyoung@wilco.org>
Subject: Re: Bid status on County Land- Green Builders

Steve,

Please see the information below that has been submitted to and for consideration by the Williamson County Commissioners Court.

The direction proposed by the WCCF board is to re-post and be open to discussions ahead of re-posting on various topics, including but not limited to, access issues and waterway maintenance. We will be glad to meet with the SCHA board separately or as a group at an early convenience.

Please call on me with any questions about this.

Thank you.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

(Agenda item for Commissioners Court 7/10/18)

Commissioners Court - Regular Session			
Meeting Date:	07/10/2018		
action on Solicitation 1805-230 Green Builders Tract North			
Submitted For:	Gary Boyd	Submitted By:	Gary Boyd, Parks
Department:	Parks		
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Public Bid Designation, Solicitation 1805-230 (re: Green Builders Tract North) regarding the sale of real property.

Background

At its June 27 regularly scheduled meeting the Williamson County Conservation Foundation voted to recommend to Commissioners Court rejection of all bids received by the June 14 deadline under Solicitation 1805-230. It is the intent of the board to re-post at an appropriate time.

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation
512/943-1921
www.wilco.org
wccf.wilco.org
gboyd@wilco.org

From: Steve Ricks <Steve.Ricks@SCTexas.org>
Sent: Thursday, July 5, 2018 8:16:42 AM
To: Gary Boyd
Cc: Jim Romine; Katie Newnam
Subject: Re: Bid status on County Land- Green Builders

Hello Gary,

We are all awaiting Jim Romine's return next week and I was doing some follow up with you to see if you have any update for us regarding the sale of the county property along Berry Creek? There are several points we would like to discuss with you regarding this property and hope you will have some time to meet/visit with us at a time convenient with you. Thank you

for your consideration.

Steve Ricks

From: Jim Romine
Sent: Tuesday, June 26, 2018 3:43 PM
To: Gary Boyd
Cc: Steve Ricks; Bob Glandt; Sandy Goodman; Dennis Wilson; Ann Dodson; Katie Newnam; Stephen Ashlock
Subject: RE: Bid status on County Land- Green Builders

Thanks Gary and yes, Steve can certainly be the main contact in my absence.

Many thanks,

Jim

Jim Romine
Executive Director, PCAM, LSM, MCM
Sun City Texas Community Association
2 Texas Drive, Bldg. A, Georgetown, TX 78633
(512) 948-7703 Office
www.sctexas.org
facebook.com/suncitytexascommunityassociation



From: Gary Boyd [mailto:gboyd@wilco.org]
Sent: Tuesday, June 26, 2018 3:42 PM
To: Jim Romine
Cc: Steve Ricks; Bob Glandt; Sandy Goodman; Dennis Wilson; Ann Dodson; Katie Newnam; Stephen Ashlock
Subject: Re: Bid status on County Land- Green Builders

Have great trip and vacation and may journey mercies accompany you and yours!

The scoring meeting for the bid will be a part of tomorrow's WCCF board meeting.

Will Steve Ricks be the primary contact in your absence? We will, of course, also discuss the waterway maintenance issue and a side agreement for such.

Thank you.

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation
512/943-1921
www.wilco.org
wccf.wilco.org
gboyd@wilco.org

From: Jim Romine <Jim.Romine@SCTexas.org>
Sent: Tuesday, June 26, 2018 3:38:05 PM
To: Gary Boyd
Cc: Steve Ricks; Bob Glandt; Sandy Goodman; Dennis Wilson; Ann Dodson; Katie Newnam; Stephen Ashlock
Subject: Bid status on County Land- Green Builders

EXTERNAL email: Exercise caution when opening.

Gary,

I will be leaving on vacation tomorrow afternoon and not back in the office until July 9. Is there any update you can share with me and the Board Members included on this email on the status of the bid? If you don't have anything you can share now, if you do during my absence, please include all who are included on this email.

Many thanks and hope all is well,

Jim

Jim Romine
Executive Director, PCAM, LSM, MCM

Sun City Texas Community Association
2 Texas Drive, Bldg. A, Georgetown, TX 78633
(512) 948-7703 Office
www.sctexas.org
facebook.com/suncitytexascommunityassociation

Commissioners Court - Regular Session **67.**

Meeting Date: 07/10/2018

Emergency Jail Elevator Repair

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 purchase from thyssenkrupp Elevator Corporation in the estimated amount of $6,000.00 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and 262.024(a)(3).

Background

An elevator at the jail sustained water damage during the leak from the pipe that burst at the end of June. The estimated cost is $6,000.00 for parts and service. This expenditure will be charged to 01.0100.1008.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Email back up

justification

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2018 10:47 AM
Purchasing (Originator)	Randy Barker	07/05/2018 11:34 AM
Form Started By: Melissa Gurka		Started On: 07/05/2018 10:02 AM
Final Approval Date: 07/05/2018		

thyssenkrupp Elevator Corporation

Time and Material Proposal

Water Damage Work Order

July 03, 2018

Purchaser:	Williamson County Facilities	Location:	Williamson County Facilities
Address:	3101 Se Inner Loop		3101 Se Inner Loop
City/State/Zip:	Georgetown, TX 78626-6317		Georgetown, TX 78626-6317

Time & Material - Repair Water Damage - Unit US90387

Time and Material for Elevator #10 to repair water damaged components.

In exchange for thyssenkrupp Elevator's agreement to perform the work described above, Purchaser agrees to pay thyssenkrupp Elevator for that work and all travel time at the hourly rate described below, reimburse thyssenkrupp Elevator any additional applicable sums that thyssenkrupp Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse thyssenkrupp Elevator all parking and toll charges it incurs in connection with that work and travel, and pay thyssenkrupp Elevator's charge for the materials it uses to complete that work.

Mechanic Rate:	Two Hundred Seventy Eight and 86/100 Dollars $278.86 per hour
Team Rate:	Five Hundred One and 93/100 Dollars $501.93 per hour

In the event you have any questions regarding the content of this Proposal please contact me at +1 512 4861030

We appreciate your consideration.

Regards,

Andre Miller
thyssenkrupp Elevator Corporation
3615 Willow Springs Rd.
Austin ,TX 78704
andre.miller@thyssenkrupp.com |+1 512 4861030

Disclaimer: This Work Order is for the performance of work which is necessary to return water-damaged equipment to operation. However, water intrusion is known to compromise certain components of an elevator system over a long period of time. As a result, thyssenkrupp Elevator cannot guarantee the future performance of this elevator or many of its components until extensive additional work has been performed to replace those components. thyssenkrupp Elevator offers this Work Order as interim solution only and in an effort to service its customers and to assist them in returning their equipment to operation in a timely manner. Should Purchaser prefer to skip this interim step, and receive a comprehensive proposal that would return the equipment to the same condition it was in prior to the event that caused the water damage, please advise thyssenkrupp Elevator, and thyssenkrupp Elevator will prepare one as quickly as time allows under the circumstances. Should Purchaser accept this Work Order for initial work necessary to return the equipment to operational status, Purchaser expressly agrees that it will not bring a claim of any type or kind in the future alleging that thyssenkrupp Elevator breached this Work Order or that thyssenkrupp Elevator was negligent for any failure to identify any additional work necessary to address the condition of the equipment caused by exposure to water. Purchaser further acknowledges that it will not allege or claim that thyssenkrupp Elevator is responsible for any future third-party claims or lawsuits resulting from the abnormal operation of the equipment that is the subject of this Work Order.

Insurance: Purchaser may be making an insurance claim to cover the work set forth in this Work Order. If so, it is solely Purchaser's responsibility to ensure that its insurance carrier has inspected the damage prior to the start of thyssenkrupp Elevator's work under this Work Order. Moreover, Purchaser's insurance carrier will likely require proof that the work has been completed and may also require an inspection of the parts/components that were replaced. It is solely Purchaser's responsibility to take custody of all parts/components, to store them at a location of Purchaser's choosing at Purchaser's sole expense, and to coordinate any inspections of those parts/components by its insurance carrier. The cost of any attendance by thyssenkrupp Elevator at such an inspection will be in addition to the services outlined above and will be the subject of a change order. Finally, Purchaser acknowledges that payment to thyssenkrupp Elevator for any work covered by this Work Order shall not be contingent upon payment to Purchaser by any insurance carrier or any other third party.

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser’s exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator’s performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator’s personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator’s satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator’s usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney’s fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount..

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of thyssenkrupp Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

thyssenkrupp Elevator Corporation:	Williamson County:
By: Andre K. Miller (Signature of thyssenkrupp Elevator Representative) Andre Miller Account Manager andre.miller@thyssenkrupp.com +1 512 4861030 07-03-2018 (Date of Submission)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Acceptance)

thyssenkrupp Elevator Corporation Approval

_____ (Date of Approval)

_____ (Signature of Branch Representative)

Nancy Crumley
Service Sales Manager

Good afternoon Christi. I hope your week has gotten off to an amazing start.

My name is Andre Miller and I'm Caitlin's counterpart here in Austin. I'm actually taking over for her as she's accepted a promotion within the company and will be relocating.

Per your elevator service technician Danny, various components of Elevator #10 sustained water damage and needs to be repaired. The extent of labor it will take to repair these components are unknown at this time which is why we are proposing a hourly rate. For the parts, you're looking at a minimum of $3,000.

Please find attached the said proposal. If you have any questions or if I can be of further assistance, don't hesitate to reach out to me.

I'm looking forward to working with you.

Regards,
Andre K. Miller II
Account Representative, Austin
ET-AMS/FLD

T: +1 512 486 1030 M: +1 346 302 2861, andre.miller@thyssenkrupp.com
thyssenkrupp Elevator Corporation, 3615 Willow Springs Rd, Austin, TX 78704 **www.thyssenkruppelevator.com**
Facebook · Twitter · LinkedIn · YouTube · Instagram



Thu 7/5/2018 10:16 AM

Christi Stromberg

RE: REQ# 116367

To Melissa Gurka

Cc Gina Wrehsnig

Per our elevator service technician, various components of Elevator #10 sustained water damage and needs to be repaired. Repairs are to be made as part of the flood claim

From: Gina Wrehsnig
Sent: Thursday, July 05, 2018 10:12 AM
To: Christi Stromberg <CStromberg@wilco.org>
Subject: FW: REQ# 116367

Can you send Melissa a brief justification on this PO for the agenda?
Thanks!

Gina Wrehsnig
Williamson County
Facilities Dept.
512-943-1666

From: Melissa Gurka
Sent: Thursday, July 05, 2018 10:10 AM
To: Gina Wrehsnig <gwrehsnig@wilco.org>
Subject: RE: REQ# 116367

Can you ask Christi to please send justification for the agenda item background? Thanks!! And is she the point of contact for questions?

Thanks!!

Melissa Gurka
Purchasing Specialist II

Commissioners Court - Regular Session **68.**

Meeting Date: 07/10/2018

Emergency Jail Water Damage Clean Up

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 purchase from Blackmon Mooring of Austin Inc. in the amount of $25,000.00 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(2) and 262.024(a)(3).

Background

Due to a 3 inch water main break above the ceiling in the medic ward of the jail, the building sustained a flood event that caused up to 4 inches of water to build up in many offices. The offices affected include the medic ward, pharmacy, booking and surrounding offices and hallways. To prevent further damage and to salvage building material it was necessary to take immediate action. This expenditure was charged to 01.0100.1008.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/05/2018 11:08 AM
County Judge Exec Asst.	Wendy Coco	07/05/2018 11:27 AM
Form Started By: Melissa Gurka		Started On: 07/05/2018 10:42 AM
Final Approval Date: 07/05/2018		

Thu 6/28/2018 8:03 AM

DB

Dale Butler

Blackman Mooring PO

To Melissa Gurka

Cc Gina Wrehsnig

Melissa,

The background is the following:

Due to a 3" water main break above ceiling in the medic ward of the Jail, the building sustained a flood event that caused up to 4" of water to build up in many offices, the medic ward, pharmacy, booking and surrounding offices and hallways. To prevent further damage and to salvage building material, furniture, fixtures, documents, etc; it is necessary to take immediate action when water damage occurs.

Dale Butler
Facilities Director
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1609

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Commissioners Court - Regular Session **69.**

Meeting Date: 07/10/2018

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 Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

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	07/05/2018 09:52 AM
Form Started By: Charlie Crossfield		Started On: 07/05/2018 09:08 AM
Final Approval Date: 07/05/2018		

Commissioners Court - Regular Session **70.**

Meeting Date: 07/10/2018

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 110 Middle

e) Discuss the acquisition of real property: CR 200

f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

g) Discuss the acquisition of real property for SH 29 LTP.

h) Discuss the acquisition of real property for County Facilities.

i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

l) Discuss the acquisition of real property for Seward Junction SE Loop.

m) Discuss the acquisition of real property for SH 29 @ DB Wood.

n) Discuss the acquisition of real property for Hairy Man Rd.

o) Discuss the acquisition of real property for SW Bypass.

p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

q) Discuss Cedar Hollow low water crossings and Lost River.

r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)

s) Discuss the acquisition of real property for Corridor H

t) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

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 possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

g) 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	07/05/2018 09:52 AM
Form Started By: Charlie Crossfield		Started On: 07/05/2018 09:07 AM
Final Approval Date: 07/05/2018		