NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 31ST, 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 – 26)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
from	0100.0560.5700	Vehicles>5,000	14,258.62
To	0100.0560.4541	Vehicle repairs & maint	14,258.62

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004181	Independent Audit	2,700.00
From	0100.0409.004419	Property Insurance	47,571.17
To	0100.0409.004100	Professional Services	50,271.17

7. Discuss, consider and take appropriate action on a line item transfer for the Hazardous Materials Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$2,503.08
To	0100-0542-004100	HazMat/Profess Svcs	$2,503.08

8. Discuss, consider and take approriate action on a line item transfer for Debt Service:

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.003309	Arbitrage Payment	$16,545.22
To	0600.0600.004604	PYMTS to TIF/TIRZ	$16,545.22

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004711	Tax Appraisal District	$15,602.28
To	0100.0409.004604	PYMTS to TIF/TIRZ	$15,602.28

10. Discuss, consider, and take appropriate action on a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003316	Medical	$1,500
To	0100.0576.003317	Dental	$1,500
From	0100.0576.004100	Professional Services	$2,000
To	0100.0576.004231	Travel	$2,000

11. Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004962	Janitorial Service	$6,000
From	0100.0510.004542	Grounds Maintenance	$3,000
From	0100.0510.004510	Facility Repairs	$3,160
From	0100.0510.004505	Software Maintenance	$2,840
To	0100.0510.004541	Vehicle Repairs and Maint	$15,000
From	0100.0510.004505	Software Maint	$1,000
To	0100.0510.004211	Telephone	$1,000
From	0100.0510.003554	Chemicals	$2,600
From	0100.0510.004542	Grounds Maintenance	$600

To	0100.0510.003318	Janitorial Supplies	$3,200

12. Discuss, Consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$40,000.00
To	0882.0882.003523	Parts	$40,000.00

13. Discuss, consider, and take appropriate action on a lie item transfer for Hazardous Materials.

Fiscal Impact

From/To	Acct No.	Description	Amount
To:	0100.0542.003001	Small Equipment and Tools	$4,000
From:	0100.0542.003110	Other Supplies	$4,000

14. Discuss and Consider Line Item Transfer concession for the Extension Office Educational Aids & Materials.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-004231	Ag Ext/Travel	$1,500
To	0100-0665-003101	Ag Ext/Educational Aid	$1,500

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

16. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 6/21/2018 through 7/25/2018

17. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental transfer for the period of 6/21/2018 through 7/25/2018.

18. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 6/21/2018 through 7/25/2018.

19. Acknowledge and enter into the official minutes the audited financial statements for Emergency Services District #6.

20. Discuss, consider and take any necessary action to approve order for interment of deceased Williamson County resident (T. Wilbanks) where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Ramsey Funeral Home and Crematorium to proceed with interment.

21. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (G. Harper) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

22. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $50,000.00 to expire on September 30, 2019 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson Count dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing for Williamson County Road and Bridge.

23. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $50,000.00 to expire on December 31, 2018 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

24. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $50,000.00 to expire September 30, 2019 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

25. Discuss, consider, and take appropriate action on approval of the final plat for the Siena Section 11 subdivision - Pct 4.

26. Discuss, consider, and take appropriate action on approval of the final plat for the Estates at Northgate Phase 1, Section 1 subdivision - Pct 2.

REGULAR AGENDA

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

28. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $76,000 to expire September 30, 2019 under Williamson County Contract for Engineering Services between Dunaway Associates, LP a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC and Williamson County dated March 6, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

29. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

30. Discuss, consider and take appropriate action to rescind the vote on Agenda Item No. 29 of the July 17, 2018 Regular Session of the Williamson County Commissioners Court whereby the Commissioners Court approved Change Order No. 1 for a credit in the amount of $8,830.00 for the Mitigation for Cambria Cavern.

31. Discuss, consider and take appropriate action on Construction Change Directives Nos. 1 & 2 relating to the Agreement for Construction Services between Williamson County and L. Wallace Construction Co, Inc., being dated effective March 23, 2018, for Roof Reconstruction/Improvements for the Williamson County Jail (These Change Directives are being funded by 0100.1008.5300).

32. Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 14 from Chasco Constructors in the amount of $260,559.00 to approve the use of existing funds in the GMP Contract and additional funding within the project for the finish-out of Room # 226, the large meeting space. This change order is being funded by a combination of buyout and allowance savings and Construction Managers and Owners Contingencies.

33. Discuss, consider and take appropriate action on approving a 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $970,000 from SH 195 ROW (P149) to RM 620/Rail Road Bridge (P264).

34. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $1,015,000 from 2013 Road Non-Departmental (P290) to Reagan Blvd @ IH-35 of $125,000, Bagdad Road @ CR 278 (P438) of $40,000, SH 29 Bypass/Inner Loop Phase I (P453) of $250,000 and CR 110 South Phase I (P260) of $600,000.

35. Discuss, consider, and take any appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000) for Southwest Bypass Segment 2, a Road Bond Project in Commissioner Pct. 3. Project: P243 Funding Source: Road Bond

36. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Hairy Man Road Project in Commissioner Pct. 1.

37. Discuss, consider, and take appropriate actions regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS), for archeological collections (field records, photos, and reports) obtained as part of the Texas Historical Commission permit process on Hairy Man Road, a Road Bond Project in Commissioner Pct. 1.

38. Discuss, consider and take appropriate action on a Real Estate Contract to convey to LCRA Transmission Services Corporation for 3.67 AC and 4.98 AC tracts of County property.

39. Discuss, consider and take appropriate action on updating compensation policies in the Employee Policy Manual, Budget Order and Budget Policy where applicable.

40. Discuss, consider and take appropriate action to include a record vote on a proposed total maximum tax rate for Williamson County and R/FM for tax year 2018.

41. Discuss, consider and take appropriate action on scheduling two public hearing dates if the proposed maximum total tax rate exceeds the total effective tax rate of $0.446403.

42. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Leander for the Crystal Springs Public Improvement District and the County of Williamson, Texas.

43. Discuss, consider, and take appropriate action regarding the Williamson County Fire Marshal Office becoming a TCOLE organization pursuant to Tex. Loc. Govt. Code Ch. 352

44. Discuss, consider, and take appropriate action on the acceptance of Homeland Security Grant funds in the amount of $25,467.90 for the purchase of HazMat Suits.

45. Discuss, consider and take appropriate action on the use of previous allocated salary of a vacant position in the County Attorney's office as it is currently funded. The position is currently funded at $40,185.75.

46. Discuss, consider and take appropriate action on the Budget Order for FY18/19.

47. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Inmate Telephone System for Williamson County Jail under RFP # 1807-248.

48. Discuss, consider and take appropriate action on approving the service contract between Stanley Convergent Security Solutions, Inc. and Williamson County for card reader installation not to exceed $6,071.05, pursuant to BuyBoard contract # 493-15 and authorizing execution of the agreement.

49. Discuss, consider and take appropriate action on authorizing the extension of Lease Property 9769 Hwy 29, Georgetown, Texas 78628 for the term of July 1, 2018 through June 30, 2019 with tenant Greg Boatright.

50. Discuss, consider, and take appropriate action on approving the purchase from Environmental Haz/Mat dba/The Cleaning Guys, in the amount of $6,503.08 for fuel clean-up services, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(2).

51. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Landfill Farm Lease Hutto - 100 Acre Tract under IFB # 1807-249.

52. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Landfill Farm Lease Hutto - 135 Acre Tract under IFB # 1807-250.

53. Discuss, consider and take appropriate action on a Second Amendment to Guaranteed Maximum Price Amendment between Williamson County, Texas and Chasco Constructors, LTD, L.L.P. relating to the Williamson County Georgetown Annex Project.

54. Discuss, consider and take appropriate action on approving the purchase from Ward Septic Tank and Backhoe Service in the not to exceed amount of $28,000.00 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).

55. Discuss, consider, and take appropriate action on exempting Tom's Dive & Swim 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(2), for the one-time purchase of inflatable life vests and safety training in the amount of $28,499.00.

56. Discuss, consider, and take appropriate action on awarding IFB # 1806-236 Limestone Rock Asphalt to the lowest responsive bidder Vulcan Construction Materials LP.

57. Discuss, consider, and take appropriate action on awarding IFB # 1806-238 for CR129 Bridge at Brushy Creek - Bearing Pad Replacements to the lowest responsive bidder, RHB Construction.

58. Discuss, consider and take appropriate action on approving the amended service contract between Stanley Convergent Security Solutions, Inc. and Williamson County for installation of security access system relating to the Georgetown Annex project in the amended amount of $80,744.19 and authorizing the execution of the agreement.

59. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Landscape Maintenance Services under RFP# 1807-251.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$401.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$401.00

62. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	$12,291.05

63. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repairs & Maint	$12,291.05

64. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Sheriff Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-003301	Gasoline	$42,000.00

	0100-0560-004541	Vehicle Repairs & Maint	$108,537.00

EXECUTIVE SESSION

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

65. 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

66. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
A. Real Estate Owned by Third Parties
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
c) Discuss the acquisition of real property for CR 176 at RM 2243
d) Discuss the acquisition of real property: CR 101
e) Discuss the acquisition of real property: CR 200
f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
g) Discuss the acquisition of real property for SH 29 LTP.
h) Discuss the acquisition of real property for County Facilities.
i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
l) Discuss the acquisition of real property for Seward Junction SE Loop.
m) Discuss the acquisition of real property for SH 29 @ DB Wood.
n) Discuss the acquisition of real property for Hairy Man Rd.
o) Discuss the acquisition of real property for SW Bypass.
p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
q) Discuss Cedar Hollow low water crossings and Lost River.
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.

67. 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) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
v) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
w) Discuss laws relating to the low-income vehicle repair assistance, retrofit, and accelerated vehicle retirement program (LIRAP) Texas Health and Safety Code, Chapter 382.

68. 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).

69. 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)

70. Discuss and take appropriate action concerning economic development.

71. Discuss and take appropriate action concerning real estate.

72. 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) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
v) Intergovernmental Services Agreement with ICE and Agreement with CoreCivic, Inc. relating to the T. Don Hutto Facility.
w) Discuss laws relating to the low-income vehicle repair assistance, retrofit, and accelerated vehicle retirement program (LIRAP) Texas Health and Safety Code, Chapter 382.

73. 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.

74. 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: 07/31/2018

Line Item Transfer for County Sheriff

Submitted By: Summer Selvera, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is requested to pay for the crime scene van shelving which was originally budgeted in new vehicles. Due to the fact we did not receive shelving until after the 90 day add on date for new vehicles. We are having to transfer the budgeted amount to vehicle maintenance and repairs in order to pay the invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
from	0100.0560.5700	Vehicles>5,000	14,258.62
To	0100.0560.4541	Vehicle repairs & maint	14,258.62

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:49 AM
Budget Office	Ashlie Koenig	07/26/2018 08:57 AM
Form Started By: Summer Selvera		Started On: 07/09/2018 02:05 PM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/31/2018

LIT 409

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 from Non- Departmental.

Background

This transfer will cover current outstanding invoices as well as some future anticipated expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004181	Independent Audit	2,700.00
From	0100.0409.004419	Property Insurance	47,571.17
To	0100.0409.004100	Professional Services	50,271.17

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/18/2018 10:29 AM
Form Started By: Rebecca Clemons		Started On: 07/17/2018 04:45 PM
Final Approval Date: 07/18/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/31/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Hazardous Materials Department.

Background

This is the final clean up bill from the large diesel spill at the HEB in Hutto on Sunday June 24th, 2018. We currently have available funds in the amount of $4000 but are short by $2,503.08.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$2,503.08
To	0100-0542-004100	HazMat/Profess Svcs	$2,503.08

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/20/2018 08:47 AM
Form Started By: Ashlie Koenig		Started On: 07/20/2018 07:28 AM
Final Approval Date: 07/20/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/31/2018

Debt Service LIT 07-31-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take approriate action on a line item transfer for Debt Service:

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay invoice per the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.003309	Arbitrage Payment	$16,545.22
To	0600.0600.004604	PYMTS to TIF/TIRZ	$16,545.22

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Budget Office	Ashlie Koenig	07/25/2018 08:52 AM
Form Started By: Angela Schmidt		Started On: 07/24/2018 03:45 PM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/31/2018

Debt Service LIT 07-31-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay invoice per the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004711	Tax Appraisal District	$15,602.28
To	0100.0409.004604	PYMTS to TIF/TIRZ	$15,602.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Budget Office	Ashlie Koenig	07/25/2018 08:52 AM
Form Started By: Angela Schmidt		Started On: 07/24/2018 03:51 PM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/31/2018

Budget Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting line item transfers based on current YTD expenditures and anticipated expenditures for the remainder of FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003316	Medical	$1,500
To	0100.0576.003317	Dental	$1,500
From	0100.0576.004100	Professional Services	$2,000
To	0100.0576.004231	Travel	$2,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 09:56 AM
Budget Office	Ashlie Koenig	07/25/2018 10:31 AM
Form Started By: John Pelczar		Started On: 07/25/2018 09:37 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 07/31/2018

Line Item Transfers for Parks Department

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Background

Transfers are necessary to continue meeting park operational needs and customer service expectations through use of telephones, vehicles, equipment, and cleaning supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004962	Janitorial Service	$6,000
From	0100.0510.004542	Grounds Maintenance	$3,000
From	0100.0510.004510	Facility Repairs	$3,160
From	0100.0510.004505	Software Maintenance	$2,840
To	0100.0510.004541	Vehicle Repairs and Maint	$15,000
From	0100.0510.004505	Software Maint	$1,000
To	0100.0510.004211	Telephone	$1,000
From	0100.0510.003554	Chemicals	$2,600
From	0100.0510.004542	Grounds Maintenance	$600
To	0100.0510.003318	Janitorial Supplies	$3,200

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:49 AM
Budget Office	Ashlie Koenig	07/26/2018 08:57 AM

Form Started By: Randy Bell Started On: 07/25/2018 04:16 PM

Final Approval Date: 07/26/2018

Commissioners Court - Regular Session **12.**

Meeting Date: 07/31/2018

07-31-2018 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

Discuss, Consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Background

Unforeseen auto and equipment repairs have depleted our parts line item earlier than anticipated for the current fiscal year. These funds are requested for continuity of Fleet operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$40,000.00
To	0882.0882.003523	Parts	$40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:49 AM
Budget Office	Ashlie Koenig	07/26/2018 08:57 AM
Form Started By: Edward Pospisil		Started On: 07/26/2018 08:17 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 07/31/2018

Discuss, consider, and take appropraite action on a line item transfer for Hazardous Materials

Submitted For: Marty Herrin **Submitted By:** Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a lie item transfer for Hazardous Materials.

Background

Transfer between lines to facilitate the purchase of durable supplies vs. disposable supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
To:	0100.0542.003001	Small Equipment and Tools	$4,000
From:	0100.0542.003110	Other Supplies	$4,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:20 AM
Budget Office	Ashlie Koenig	07/26/2018 10:28 AM
Form Started By: Kelly Luna		Started On: 07/26/2018 10:07 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/31/2018

Line Item Transfer

Submitted By: Pamela Ward, Ag Extension

Department: Ag Extension

Agenda Category: Consent

Information

Agenda Item

Discuss and Consider Line Item Transfer concession for the Extension Office Educational Aids & Materials.

Background

Please transfer from Line Item 0100-0665-004231 One Thousand Five Hundred Dollars to Line Item 0100-0665-003101. This Line Item we are moving funds into is being used to facilitate our educational programs done through Extension. We have had an increase of programs this year and we are spending around $300 to $500 monthly.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-004231	Ag Ext/Travel	$1,500
To	0100-0665-003101	Ag Ext/Educational Aid	$1,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 11:05 AM
Budget Office	Ashlie Koenig	07/26/2018 11:21 AM
Form Started By: Pamela Ward		Started On: 07/26/2018 10:37 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **15.**

Meeting Date: 07/31/2018

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 07.31.18

Merit Details 07.31.18

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	07/26/2018 10:58 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 11:05 AM
Form Started By: Kristy Grant		Started On: 07/26/2018 08:58 AM
Final Approval Date: 07/26/2018		

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	2,650.96	
01	0100	0509	002010	202.80	
01	0100	0509	002020	369.54	
01	0100	8006	001130		2,650.96
01	0100	8006	002010		202.80
01	0100	8006	002020		369.54
01	0100	0542	001100	2,884.02	
01	0100	0542	002010	220.63	
01	0100	0542	002020	402.03	
01	0100	8004	001130		2,884.02
01	0100	8004	002010		220.63
01	0100	8004	002020		402.03
01	0100	0576	001100	1,085.28	
01	0100	0576	001130		1,085.28
01	0100	0661	001100	5,500.02	
01	0100	0661	002010	420.75	
01	0100	0661	002020	766.70	
01	0100	8006	001130		5,500.02
01	0100	8006	002010		420.75
01	0100	8006	002020		766.70
01	0100	0560	001100	7,172.84	
01	0100	0560	002010	548.72	
01	0100	0560	002020	999.89	
01	0100	8003	001130		7,172.84
01	0100	8003	002010		548.72
01	0100	8003	002020		999.89

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Building Maintenance	Contract Coordinator I.0224.001100	14581	$53,027.52	$2,650.96	5.00	$55,678.48	MERIT	8/10/2018
HazMat	Hazardous Coordinator.1812.001100	4171	$57,680.48	$2,884.02	5.00	$60,564.50	MERIT	7/27/2018
Juvenile Services	Juv Detn Officer.1108.001100	14387	$36,175.82	$1,085.28	3.00	$37,261.10	MERIT	7/27/2018
On-Site Sewage Facilities	Sanitarian II.1826.001100	13632	$53,528.45	$1,500.01	2.80	$55,028.46	MERIT	7/27/2018
On-Site Sewage Facilities	Sanitarian III.1825.001100	4097	$60,587.14	$1,500.00	2.48	$62,087.15	MERIT	7/27/2018
On-Site Sewage Facilities	Inspector.1823.001100	5132	$49,852.04	$1,500.00	3.01	$51,352.04	MERIT	7/27/2018
On-Site Sewage Facilities	Sanitarian I.1822.001100	13821	$47,478.14	$1,000.01	2.11	$48,478.14	MERIT	7/27/2018
Sheriff's Office	Adm Tech S O.1225.001100	14473	$27,463.03	$1,373.15	5.00	$28,836.18	MERIT	7/13/2018
Sheriff's Office	Victim Asst Caseworker.1424.001100	14384	$40,056.99	$2,002.85	5.00	$42,059.85	MERIT	7/13/2018
Sheriff's Office	Impound Officer.1697.001100	14383	$48,473.38	$2,423.68	5.00	$50,897.06	MERIT	7/13/2018
Sheriff's Office	Adm Tech S O.1227.001100	14435	$27,463.03	$1,373.15	5.00	$28,836.18	MERIT	7/13/2018

Commissioners Court - Regular Session **16.**

Meeting Date: 07/31/2018

Asset Auction Monthly 7/31/2018

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 6/21/2018 through 7/25/2018

Background

Please see the attached list which shows all assets for Auction approved by Purchasing from 6/21/18 through 7/25/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction Monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 08:22 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:45 AM
Form Started By: Jayme Jasso		Started On: 07/25/2018 10:17 AM
Final Approval Date: 07/26/2018		

Item	Serial Number	Court date	Quantit	Dept.	Column
VHS Taxes (90 minute)		7/31/2018	189	Constable Precinct 2	
Desk Chair, blue, adjustable		7/31/2018	1	Constable Precinct 4	
Desk Chair, red, adjustable		7/31/2018	1	Constable Precinct 4	
Desk Chair, black, adjustable		7/31/2018	2	Constable Precinct 4	
Law Books		7/31/2018	48	Constable Precinct 4	
Cork Boards		7/31/2018	3	Constable Precinct 4	
Dry Erase Board		7/31/2018	1	Constable Precinct 4	
Dell PRO2X docking station		7/31/2018	1	Constable Precinct 4	
Couch, blue		7/31/2018	1	Constable Precinct 4	
Chairs, gray		7/31/2018	4	Constable Precinct 4	
Desk Chair, gray, adjustable		7/31/2018	1	Constable Precinct 4	
Folding Metal Chair, brown		7/31/2018	1	Constable Precinct 4	
Table	Cty Tag A100886	7/31/2018	1	Constable Precinct 4	
Task Chair, blue		7/31/2018	1	368th District Court	
Lexmark T640 Black Toner	64035HA (341-2916)	7/31/2018	1	District Attorney	
Lexmark T640 Black Toner	64015HA (341-2938)	7/31/2018	1	District Attorney	
Cannon GPR-22 Toner		7/31/2018	1	District Attorney	
HP C3903A Toner	5P/6P VX	7/31/2018	1	District Attorney	
HP13A Toner		7/31/2018	1	District Attorney	
HP13X Toner		7/31/2018	1	District Attorney	
A-B HP38Z Toner	4200	7/31/2018	2	District Attorney	
A-B HP564XL Photo Ink Cartridge		7/31/2018	2	District Attorney	
A-B HP564XL Blank Ink Cartridge		7/31/2018	2	District Attorney	
HP564 Cyan/Magenta/Yellow Ink Cartridge Combo Pak		7/31/2018	1	District Attorney	
A-H Dell Laptop Docking Stations with USB Port		7/31/2018	7	District Attorney	
A-H Dell Laptop Docking Station without USB Port		7/31/2018	1	District Attorney	
Apple Monitor	2A8011AFXMN	7/31/2018	1	District Attorney	
Dell Monitor	CN-0Y4299-71618-4BM-BFPX	7/31/2018	1	District Attorney	
Cannon Image Scanner CR6010C	FB301219	7/31/2018	1	District Attorney	
Cannon Image Scanner CR6010C	FB321590	7/31/2018	1	District Attorney	
Lacie/d2 Big Disk/Triple Interface-Firewire 800-Firewire 400-USB 2.0-320 GB/7200 RPM		7/31/2018	1	District Attorney	
LG Mac Compatile Slim Portable DVD Writer	GP60NS50	7/31/2018	1	District Attorney	
Logitech Keyboard MK700/MK710		7/31/2018	1	District Attorney	

Apple Keyboard	KY4470FMZQL3B	7/31/2018	1 District Attorney
Royal h+500x 5 Sheet Crosscut Shredder		7/31/2018	1 District Attorney
Comfort Logitech MK345 Keyboard	1810CE041FC9	7/31/2018	1 District Attorney
Backpack, black		7/31/2018	1 District Attorney
MacBook Pro 15-inch rechargeable battery		7/31/2018	1 District Attorney
Electric stapler		7/31/2018	1 District Attorney
Regular stapler		7/31/2018	1 District Attorney
Electric pencil sharpener		7/31/2018	1 District Attorney
RadioShack Weather Alarm	839186	7/31/2018	1 District Attorney
Apple AirPort Base Station	UV2241X4M2C	7/31/2018	1 District Attorney
HP Jetdirect ew2500 J8021A Wireless Router		7/31/2018	1 District Attorney
G-Drive Mobile Portable Firewire drive for MacBook Pro		7/31/2018	1 District Attorney
Sony Microcassette Recorder	M560V	7/31/2018	1 District Attorney
Computer Mouse		7/31/2018	8 District Attorney
HP Laserject 2430 PTR340 Printer	CNGJD60622	7/31/2018	1 District Attorney
Dell B2360 Printer	3BLNSS1	7/31/2018	1 District Attorney
Dell Monitor		7/31/2018	2 JP#4
Dell 5460 laser printer	518MQ42	7/31/2018	1 JP#4
Magnavox DVD player	U20857208	7/31/2018	1 JP#4
Box Misc. Items		7/31/2018	1 JP#4
Fujitsu fi-6140 scanner	28301	7/31/2018	1 JP#4
Fujitsu fi-6140 scanner	28317	7/31/2018	1 JP#4
Samsung Large Monitor Stand	160610H0502469	7/31/2018	1 JP#4
4 HON chairs		7/31/2018	1 JP#4
Radar	2283_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	2284_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	F-3185/ 2272_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	K-3197/ 2273_CNV	7/31/2018	1 Dept 562 DPS/ABC
Decatur Radar	2271_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	15629-ANT.#7151021/ 2270_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	2,600,736,016/ 2282_CNV	7/31/2018	1 Dept 562 DPS/ABC
Decatur Radar	27670,18251,1871,G633/550; 2281_CNV	7/31/2018	1 Dept 562 DPS/ABC
Decatur Radar	27763,1871/1884,G512/537: 2280_CNV	7/31/2018	1 Dept 562 DPS/ABC
Decatur Radar	28248,2445/2148,G258/E1225; 2278_CNV	7/31/2018	1 Dept 562 DPS/ABC

Decatur Radar	28277,2487/2484,G352/356: 2277_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	2,846,827,692,801/ 2285_CNV	7/31/2018	1 Dept 562 DPS/ABC
Decatur Radar	2,849,128,762,885/ 2286_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	2262_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	400061416 / 2261_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	HH01960 CC02126/ 2260_CNV	7/31/2018	1 Dept 562 DPS/ABC
Panasonic Typewriter	4A22514 / 2258_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	HH05279 / 2251_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	757,083,608,370,838 / 2247_CNV	7/31/2018	1 Dept 562 DPS/ABC
Decatur Radar	30334A / 1508_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	2101_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	23384 / 2785_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar	20974 / 2795_CNV	7/31/2018	1 Dept 562 DPS/ABC
Chair		7/31/2018	1 Dept 562 DPS/ABC
Speedgun Radar	3117_CNV	7/31/2018	1 Dept 562 DPS/ABC
Bee Radar	990242 / 3573_CNV	7/31/2018	1 Dept 562 DPS/ABC
Pro Laser	PL01594 / 3985_CNV	7/31/2018	1 Dept 562 DPS/ABC
Camera	5990_CNV	7/31/2018	1 Dept 562 DPS/ABC
Dell Dimension	10832_CNV	7/31/2018	1 Dept 562 DPS/ABC
Radar K55	10222	7/31/2018	1 Dept 562 DPS/ABC
Radar K55	9561	7/31/2018	1 Dept 562 DPS/ABC
Radar K55	9571	7/31/2018	1 Dept 562 DPS/ABC
Sokkia SDR33 SATA COLLECTOR 640		7/31/2018	1 Dept 562 DPS/ABC
Dell Dimension	FS35J01/C687; A111508_CNV	7/31/2018	1 Dept 562 DPS/ABC
Sony Mavica Digital Camera	A111570_CNV	7/31/2018	1 Dept 562 DPS/ABC
Mobile In-Car Video System	111825	7/31/2018	1 Dept 562 DPS/ABC
Quickmap Kit 71AE	QM400385	7/31/2018	1 Dept 562 DPS/ABC
Mapstar Angle Encoder	AE001051	7/31/2018	1 Dept 562 DPS/ABC
Phantom Vehicle LED Light DL141	479	7/31/2018	1 Dept 562 DPS/ABC
Speed Gun	UX017504	7/31/2018	1 Dept 562 DPS/ABC
System 7 PRO VCR W/Monitor & Console	120590	7/31/2018	1 Dept 562 DPS/ABC
Used Center Mobile Radio Mount		7/31/2018	1 581 Wilco EM Communications
HP Officejet Pro S476dn Multi-function printer	VCVRA1212	7/31/2018	1 582 Wilco EM Communications
Radio Carry Cases	NTN8381C	7/31/2018	9 583 Wilco EM Communications

Radio Carry Strap	NTN5243A		7/31/2018	8	584 Wilco EM Communications
Surviellance Adapter for Motorola XTS			7/31/2018	3	585 Wilco EM Communications
Surviellance Ear Piece and Mic Set			7/31/2018	6	586 Wilco EM Communications
HP Officejet 4500 Color Printer	CN0CFF10DB		7/31/2018	1	587 Wilco EM Communications
HP Plotter Model C7769B	M76RF30BP		7/31/2018	1	588 Wilco EM Communications
HP Printer Model CB532A	CNG8B1JM69		7/31/2018	1	589 Wilco EM Communications
Brother Printer MFC-9840CDW	U61874F8J287157		7/31/2018	1	590 Wilco EM Communications
Dell monitor P2213F	CN-OFP04F-72872-35M-AJ7S		7/31/2018	1	591 Wilco EM Communications
Dell monitor P2210T			7/31/2018	1	592 Wilco EM Communications
Monitor stand			7/31/2018	2	593 Wilco EM Communications
Misc cables			7/31/2018	3	594 Wilco EM Communications
Oreck HEPA vacuum			7/31/2018	1	595 Wilco EM Communications
Metal Ballot boxes			7/31/2018	147	Elections
Motorola Impress Adaptive Charger			7/31/2018	1	OEM
Cisco IP Phone 7960			7/31/2018	5	OEM
Fire King file cabinet with key, 4-drawer			7/31/2018	1	WCSO Training Dept
Fire King file cabinet without key, 4-drawer			7/31/2018	1	WCSO Training Dept
Hon file cabinet without key, 4-drawer			7/31/2018	1	WCSO Training Dept
Fire King file cabinet, 2-drawer		A100968	7/31/2018	1	WCSO Training Dept
Monitor's			7/31/2018	2	Sheriff's Office
Keyboards			7/31/2018	2	Sheriff's Office
Hp printer laserjet 1300			7/31/2018	1	Sheriff's Office
Hp printer laserjet 1022			7/31/2018	1	Sheriff's Office
Rolling laptop desk			7/31/2018	1	Auditor
Dell monitor	CN-036HFT-74445-487-A8KL		7/31/2018	1	Jp#2
Dell monitor	2WRD272		7/31/2018	1	Jp#2
Dell monitor	CN-036HFT-74445-48D-B9JL		7/31/2018	1	Jp#2
Dell monitor	CN-OJ6HFT-74445-487-A8ML		7/31/2018	1	Jp#2
Dell monitor	CN-OJ6HFT-74445-487-ASYL		7/31/2018	1	Jp#2
Box of misc. office supplies			7/31/2018	1	Jp#2
Task Chair	A102497		7/31/2018	1	368th District Court
HP Laserjet 4240n	CNRXR44532		7/31/2018	1	911 Comm
HP Laserjet 4240n	CNRXY03138		7/31/2018	1	911 Comm
HP Laserjet 4240n	CNRXK96782		7/31/2018	1	911 Comm

HP Laserjet 4240n	CNRXT12419	7/31/2018	1	911 Comm
HP Laserjet 4240n	CNRXY03182	7/31/2018	1	911 Comm
HP Laserjet 4240n	CNRXR44538	7/31/2018	1	911 Comm
HP Laserjet 4240n	CNRXY03166	7/31/2018	1	911 Comm
HP Laserjet 4240n	CNRXK96835	7/31/2018	1	911 Comm
Fellows 62MC shredder		7/31/2018	1	County Clerk
Metal/Particleboard shelves		7/31/2018	250	Sheriff's Office
Shelf Frames (6') some single double		7/31/2018	45	Sheriff's Office
Metal Shelf set		7/31/2018	2 sets	Sheriff's Office
Cubicle walls/pieces		7/31/2018	4	Sheriff's Office
Tan Metal shelves		7/31/2018	3	Sheriff's Office
Tan Metal shelf frames		7/31/2018	12	Sheriff's Office
Small grey cabinets		7/31/2018	2	Sheriff's Office
Black plastic shelf		7/31/2018	1	Sheriff's Office

Commissioners Court - Regular Session **17.**

Meeting Date: 07/31/2018

Asset Transfer Monthly 7/31/2018

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental transfer for the period of 6/21/2018 through 7/25/2018.

Background

Please see the attached list which shows all assets for Inter-departmental transfer approved by Purchasing from 6/21/18 through 7/25/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer Monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 08:22 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:45 AM
Form Started By: Jayme Jasso		Started On: 07/25/2018 10:31 AM
Final Approval Date: 07/26/2018		

Item	Serial Number	Court date	Quantity	Dept.
Motorola 6 Bank battery charger	605MKN01	7/31/2018	1	To Road and Bridge
Table, gray		7/31/2018	7	To Mobile Outreach
File cabinet, 4-drawer		7/31/2018	2	To Mobile Outreach
Refrigerator - small		7/31/2018	1	To Mobile Outreach
Refrigerator - large		7/31/2018	1	To Mobile Outreach
Desk chair		7/31/2018	10	To Mobile Outreach
Desk		7/31/2018	4	To Mobile Outreach
File cabinet, 2-drawer		7/31/2018	1	To Mobile Outreach
Stacking Chairs, gray		7/31/2018	8	To Mobile Outreach
Table & 4 chairs (set)		7/31/2018	1	To Mobile Outreach
Lobby Chairs		7/31/2018	3	To Mobile Outreach
Combo chair & table		7/31/2018	2	To Mobile Outreach
Conference table		7/31/2018	1	To Mobile Outreach
Desk, wood - large		7/31/2018	1	To Mobile Outreach

Commissioners Court - Regular Session **18.**

Meeting Date: 07/31/2018

Asset Destruction Monthly 7/31/2018

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 6/21/2018 through 7/25/2018.

Background

Please see the attached list which shows all assets for Destruction approved by Purchasing from 6/21/18 through 7/25/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Destruction monthly

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 08:23 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:45 AM
Form Started By: Jayme Jasso		Started On: 07/25/2018 10:34 AM
Final Approval Date: 07/26/2018		

Item	Serial Number	Court date	Quantity	Dept.
Desk drawer	Broken, not able to use	7/31/2018	4	Auditor

Commissioners Court - Regular Session **19.**

Meeting Date: 07/31/2018

ESD 6

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 audited financial statements for Emergency Services District #6.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESD.6.AFS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/25/2018 11:46 AM
Form Started By: Rebecca Clemons		Started On: 07/25/2018 10:26 AM
Final Approval Date: 07/25/2018		

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

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The Accounting Firm of Donald L. Allman, CPA

Donald L. Allman, CPA, PC
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Georgetown, Texas 78626
Phone: 512-422-3700
Fax: 512-240-5460
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Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 6

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 6 as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 6 as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and the schedule of contributions on pages 3 – 10 and 26 - 27 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, July 2, 2018, on our consideration of the Williamson County ESD # 6's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 6's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
July 2, 2018

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

Our discussion and analysis of the Williamson County Emergency Services District No. 6's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2017. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $160,448 which represents an increase from 2016.

The District had $202,854 in expenses related to governmental activities with $363,302 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $545,888 to $706,336. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2017	2016
Cash and Current Assets	$ 346,599	$ 466,513
Property Taxes Rec.	57,883	31,266
Capital Assets, net of deprec.	490,206	57,713
Total Assets	$ 894,688	$ 555,492
Current Liabilities	$ 46,724	$ 9,604
Long-Term Obligations	141,628	-
Total Liabilities	$ 188,352	$ 9,604
Net Position:		
Net Investment in Capital Assets	$ 301,854	$ 53,123
Restricted	50,187	4,590
Unrestricted	354,295	488,175
Total Net Position	$ 706,336	$ 545,888

Net position of the District's activities increased 30% or $160,448. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – decreased from $488,175 to $354,295 by the end of fiscal year 2017.
Table 2 compares the 2017 change in net position to the 2016 change in net position.

Table 2
Summary of Changes in Net Position for 2017

	2017	2016
Program Revenues:		
Property Taxes	$ 318,858	$ 288,441
Wilco Revenues	5,913	5,857
Other income	37,000	-
Interest & Investment Income	1,531	621
Total Revenues	$ 363,302	$ 294,919
Program Expenses:		
General Government	$ 202,854	$ 164,202
Other (Income)/Expense		
Total Expenses	$ 202,854	$ 164,202
Net Position		
Increase / (Decrease)	$ 160,448	$ 130,717

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2017	2016	2017	2016
General Government	$ 202,854	$ 164,202	$ 202,854	$ 164,202
Other Expense	-	-	-	-
Total Expenses	$ 202,854	$ 164,202	$ 202,854	$ 164,202

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2017	2016
Capital Assets	$ 301,854	$ 57,713
Restricted	50,187	4,590
Unrestricted	354,295	488,175
Total Governmental Balances	$ 706,336	$ 550,478

The 426% increase in Net Investment in Capital Assets balance is due to a new Fire Truck. Restricted net position increased due to increasing balances in loan payments.

The 25% decrease in the Unrestricted fund balance can be attributed to the new Fire Truck.

Table 5 presents a summary of governmental fund revenues for the 2017 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2017	% of Total
Revenue Source		
Property taxes	318,858	87.8%
Other income	37,000	10.18%
Wilco Income	5,913	1.6%
Investment Income	1,531	0.4%
Total	$ 363,302	100.0%

The 11% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2017. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	$ 300,000	$ 300,000	$ -
Wilco Income	6,000	6,000	-
Interest Income	-	-	-
Other Income	-	-	-
Total Revenues	**$ 306,000**	**$ 306,000**	**$ -**
Expenditures:			
Current:			
Contracts for EMS & Firefighting	$ 22,000	$ 22,000	$ -
Insurance	16,500	16,500	-
Debt service	-	-	
Administrative	16,000	16,000	
Communications	13,000	13,000	
Equipment	10,000	10,000	
Fuel	3,200	3,200	
Repairs & Maintenance	12,000	12,000	
County Tax Assessor-Collector	2,000	2,000	
ESD Audit & Legal fees	9,000	9,000	
Contingency Fund	200,000	200,000	
Miscellaneous	2,300	2,300	
Training	-	-	
Total Expenditures	**$ 306,000**	**$ 306,000**	**$ -**
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ -	$ -

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2017.

Table 7
Final Budget Versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 300,000	$ 318,858	$ 18,858
Wilco Income	6,000	5,913	(87)
Investment Income	-	1,531	1,531
Other Income	-	37,000	37,000
Total Revenues	**$ 306,000**	**$ 363,302**	**$ 57,302**
Final Budget Versus Actual Results			
Expenditures:			
Contracts for EMS & Firefighting	$ 22,000	$ 55,731	$ (33,731)
Miscellaneous	2,300	24,236	$ (21,936)
Insurance	16,500	3,877	12,623
Contingency Fund	200,000	-	200,000
Interest expense	-	1,438	(1,438)
Communications	13,000	3,279	9,721
Equipment	10,000	4,405	5,595
Fuel	3,200	4,569	(1,369)
Repairs & Maintenance	12,000	48,645	(36,645)
Administrative	16,000	7,172	8,828
Training	-	-	-
County Tax Assessor-Collector	2,000	2,000	-
ESD Audit & Legal fees	9,000	3,081	5,919
Depreciation	-	44,421	(44,421)
Total Expenditures	**$ 306,000**	**$ 202,854**	**$ 103,146**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ 160,448**	**$ 160,448**

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $579,048 invested in equipment, trucks and computers. The net amount is $490,206 and represents a $432,493 net increase over the last year, which is due to the new fire truck.

Debt Administration

At fiscal year-end, the District had $188,352 in notes payable for the fire truck. This amount represents a net increase of $178,748.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 96% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 53, Weir, TX 78674.

Dave Schumacher, Treasurer
Williamson County Emergency Services District # 6

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF NET POSITION

SEPTEMBER 30, 2017

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	346,599
Property Taxes Receivable		57,883
Total Current Assets	$	404,482
Non-Current Assets:		
Capital Assets:		
Building, Equipment & Trucks, Net of Accumulated Depreciation	$	490,206
Total Non-Current Assets	$	490,206
Total Assets	**$**	**894,688**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	-
Current Portion of Long-Term Debt		46,724
Total Current Liabilities	$	46,724
Non-Current Liabilities:		
Notes & Leases Payable	$	141,628
Total Liabilities	**$**	**188,352**
Net Position:		
Net Investment in Capital Assets	$	301,854
Restricted		50,187
Unrestricted		354,295
Total Net Position	**$**	**706,336**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2017

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	202,854	$ 318,858	$ 116,004
Other Income/Expense	0	37,000	37,000
Total Governmental Activities	$ 202,854	$ 355,858	$ 153,004

General Revenues:	
Unrestricted Interest Earnings	$ 1,531
Wilco Revenues	5,913
Total General Revenues	$ 7,444
Change in Net Position	$ 160,448
Net Position - Beginning	545,888
Net Position - Ending	$ 706,336

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 346,599	$ 346,599
Property Taxes Receivable	57,883	$ 57,883
Total Assets	**$ 404,482**	**$ 404,482**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property Taxes	57,883	57,883
Total Liabilities	**$ 57,883**	**$ 57,883**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	346,599	346,599
Total Fund Balances	**$ 346,599**	**$ 346,599**
Total Liabilities and Fund Balances	**$ 404,482**	**$ 404,482**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2017

Total fund balance – total governmental funds	$ 346,599
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$ 490,206
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	$ 57,883
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$ (188,352)
Net assets of governmental activities	$ 706,336

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 292,241	$ 292,241
Wilco Revenues	5,913	5,913
Miscellaneous	37,000	37,000
Interest Earnings	1,531	1,531
Total Revenues	**$ 336,685**	**$ 336,685**
Expenditures:		
Current:		
General Government	$ 156,995	$ 156,995
Capital Outlay	476,914	476,914
Debt Service:		
Principal	54,590	54,590
Interest	-	-
Total Expenditures	**$ 688,499**	**$ 688,499**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (351,814)**	**$ (351,814)**
Loan Proceeds	**$ 236,914**	**$ 236,914**
Net Changes in Fund Balances	**$ (114,900)**	**$ (114,900)**
Fund Balances - Beginning	**$ 461,499**	**$ 461,499**
Fund Balances - Ending	**$ 346,599**	**$ 346,599**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

Net change in fund balance - total governmental funds	$ (351,814)
Amounts reported for governmental activities in the statement of net assets are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (44,421) was less than capital outlays (476,914) in the current period.	$ 432,493
Various differences in government wide and government funds	$ (1,438)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Property taxes not collected	$ 57,883
Less: Prior year	31,266
Balance	$ 26,617
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	$ 54,590
Loan Proceeds not included in government wide funds	$ (236,914)
Changes in net position of governmental activities	$ 160,448

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 6 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Weir, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2017, cash and cash equivalents accounts were limited to the First Texas Bank checking account, and a Certificates of Deposit with Chase Bank.

D. Restricted Assets

Williamson County ESD # 6 currently does not have any restricted assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other Capital assets consist of computers, trucks and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. Reservations of Fund Balance

The District currently does not have any reservations of fund balance amounts.

G. Net Position

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2017.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $1,923 USD for 2017. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 6 for 2017 is $.099606 per $100 valuation of property. The total adjusted original tax roll was $318,858 on $320,119,284 valuation. Property taxes receivable at 9/30/17 total $57,883 with $26,617 being current and $31,266 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $346,599 and the bank balance was $346,599. $155,886 was with First Texas Bank and $190,713 was with Chase. Federal depository insurance coverage totals $250,000. The deposits were fully covered by FDIC insurance.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2017:

Property & Equipment	At 9/30/17	Estimated Useful Lives
Fire Truck	476,914	10 year
Pumper Tanker	158,400	7 years
Trucks	79,219	5 years
Computers	20,694	7 years
Equipment	12,668	7 years
Accumulated Depreciation	(257,689)	
Net Property & Equipment	490,206	

Depreciation expense for the year ended 9/30/17 was $44,421.

NOTE 5 – GENERAL LONG-TERM DEBT

Note payable to Government Capital Corporation, dated May 18, 2017, in the amount of $236,914, with annual payments of $50,187 including interest of 3.122%, secured by Fire Truck.

Due Year Ending September 30	Principal	Interest	Total
2018	$ 46,724	$ 3,463	$ 50,187
2019	45,766	4,422	50,188
2020	47,194	2,993	50,187
2021	48,668	1,519	50,187
2022	-	-	-
Thereafter	-	-	-
Total	$ 188,352	$ 12,397	$ 200,749

NOTE 6 – CONTINGENCIES

As of September 30, 2017, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 300,000	$ 300,000	$ 292,241	$ (7,759)
Other Income	-	-	37,000	37,000
Wilco Income	6,000	6,000	5,913	(87)
Investment Earnings	-	-	1,531	1,531
Total Revenues	**$ 306,000**	**$ 306,000**	**$ 336,685**	**$ 30,685**
Expenditures:				
Current:				
General Government	$ 306,000	$ 306,000	$ 156,995	$ 149,005
Capital Outlay	-	-	476,914	(476,914)
Debt Service	-	-	54,590	(54,590)
Total Expenditures	**$ 306,000**	**$ 306,000**	**$ 688,499**	**$ (382,499)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ (351,814)**	**$ (351,814)**
Loan Proceeds			**236,914**	
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ -**	**$ -**	**$ (114,900)**	
Fund Balances - Beginning	**$ 461,499**	**$ 461,499**	**$ 461,499**	
Fund Balances - Ending	**$ 461,499**	**$ 461,499**	**$ 346,599**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

The Accounting Firm
of
Donald L. Allman, CPA

Donald L. Allman, CPA, PC
205 E. University Ave.,Ste.165
Georgetown, Texas 78626
Phone: 512-422-3700
Fax: 512-240-5460
Email:dallman@donallmancpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 6

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 6 as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 6's basic financial statements, and have issued our report thereon dated July 2, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 6's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 6's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 6's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #6's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
July 2, 2018

Commissioners Court - Regular Session **20.**

Meeting Date: 07/31/2018

indigent burial

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment of deceased Williamson County resident (T. Wilbanks) where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Ramsey Funeral Home and Crematorium to proceed with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

wilbanks

wilbanks2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/23/2018 01:08 PM
Form Started By: Rebecca Clemons		Started On: 07/23/2018 11:01 AM
Final Approval Date: 07/23/2018		

RESPONSIBLE PARTY/APPLICANT AFFIDAVIT
(Tommy Paul Wilbanks, Deceased)

AFFIDAVIT OF INDIGENT STATUS AND ACKNOWLEDGMENT OF CONDITIONS OF ELIGIBILITY FOR THE WILLIAMSON COUNTY INDIGENT CREMATION OR ANATOMICAL GIFT PROGRAM

Upon my oath, I swear that there are no known resources available from any individual, organization or entity, to include life insurance benefits, real property, cash, bank accounts, social security benefits, etc., to provide for the disposition of the remains of the aforementioned deceased, identified by name as Tommy Paul Wilbanks. I swear that the deceased was a resident of Williamson County who resided at 1107 E. 17th St. Georgetown, TX. The date of death of the deceased was June 17, 2018. I further attest that I understand the Williamson County policy that the family/survivors or others may not pay for additional services. I understand and agree that in the event any funds become available in the future, I will reimburse Williamson County the expense incurred for the funeral arrangements provided for the aforementioned deceased.

Marty Lee Wilbanks
Signature of Responsible Party/Applicant
Marty Lee Wilbanks, Brother of Deceased

7-17-18
Date

Sworn to and subscribed before me the undersigned Notary Public, this 17th **day of** July **, 2018.**

NOTARY PUBLIC STATE OF TEXAS
JOSEPH PATTON
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 16, 2019

Joseph Patton
Notary Public

My Commission expires Oct. 16, 2019

Commissioners Court - Regular Session **21.**

Meeting Date: 07/31/2018

harper.indigent

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (G. Harper) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Harper

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/26/2018 10:20 AM
Form Started By: Rebecca Clemons		Started On: 07/26/2018 09:14 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **22.**

Meeting Date: 07/31/2018

Rodriguez Engr Lab WA3 On Call Geotech

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $50,000.00 to expire on September 30, 2019 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson Count dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Engineering Lab WA3 On Call Geotech & Material Testing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2018 11:36 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:44 AM
Form Started By: Vicky Edwards		Started On: 07/20/2018 08:12 AM
Final Approval Date: 07/26/2018		

WORK AUTHORIZATION NO. 3

PROJECT: On Call Geotechnical Engineering and Material Testing

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rodriguez Engineering Laboratories, LLC** (the "Engineer").

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

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2019**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

Rodriguez Engineering Laboratories, LLC

By: _____
Signature

Jose Melendez, P.E.
Printed Name

Laboratory Engineer
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment B - Services to be Provided by Engineer

The following scope of services will be provided as requested by Williamson County (County) or the County's representative. The Engineer, Rodriguez Engineering Laboratories, LLC (REL) understands that the County has particular project requirements; therefore, scope of services and qualified staff is assigned to meet the needs defined in those specifications.

Construction Materials Sampling and Testing

REL understands the importance of QC/QA testing of the construction process so that our clients obtain a quality-constructed project that both satisfies the project plans and the specifications. REL will provide construction materials sampling and testing services for the County on an as-needed basis for the Geotechnical Engineering and Materials Testing Projects; including both laboratory and filed testing of soils, base, concrete, and hot-mix materials, using ASTM or TxDOT testing methods. The testing frequency will be based on the current TxDOT Guide Schedule of Sampling and Testing or as directed by the County. The testing services are including but not are limited to the following:

Geotechnical Investigation:

- Perform geotechnical investigation as requested by the County including borings, pavement cores, non-destructive testing, etc.
- Collect samples, perform laboratory testing, interpret field data, and prepare reports of substrate properties.
- Provide recommendations and prepare written geotechnical reports for pavement design, bridge foundation, select fill, etc.

Soils Testing:

- Perform soils testing as required by project specifications or as requested by the County for liquid limit, plasticity index, gradation, moisture/density relations, Texas triaxial, wet ball mill, bar linear shrinkage, soil -lime compression, CTB testing, resistivity of soils, organic content, soil pH, pH/lime series, PI/lime series, deleterious materials, sulfate content of soils, in-place density, thickness determination, pulverization gradation, etc.

Hot Mix Asphaltic Concrete Testing:

- Perform asphaltic mixture testing as required by project specifications or as requested by the County for voids in mineral aggregates, lab molded density, maximum theoretical specific gravity, gradation, asphalt content, boil test, indirect tensile strength, moisture content, draindown test, hamburg wheel-tracking test, overlay test, thickness, in-place air voids, etc.
- Test HMAC pavement as required by project specifications or as requested by the County during installation for segregation pro li le, joint density, thermal profile, ride quality test, etc.
- Test HMAC aggregate as required by project specifications or as requested by the County for L.A. abrasion, magnesium sulfate soundness, SAC, micro-deval, sand equivalent, etc. Hveem stability will be tested if needed.
- Review mix design of HMAC as requested.

Microsurfacing Mixture Testing:

- Test microsurfacing aggregate as required by project specifications or as requested by the County for magnesium sulfate soundness, gradation, crushed face count, acid insoluble, SAC, and sand equivalent.
- Obtain a minimum of one binder and tack-coat sample per project/source if not pre-approved by CST/M&P before use.

Seal Coat Testing:

- Perform seal-coat aggregate testing as required by project specifications or as requested by the County for gradation, LA abrasion, magnesium sulfate soundness, SAC, pressure slake, freeze thaw, unit weight, absorption, angularity, deleterious material, decantation, flakiness index, etc.

Portland Cement Concrete Testing:

- Perform PCC testing as required by project specifications or as requested by the County for compressive strength, slump, air content, temperature test, etc.
- Perform concrete aggregate testing as required by project specifications or requested by the County for gradation, decantation, deleterious materials, L.A. abrasion, magnesium sulfate soundness, sand equivalent, organic impurities, fineness modulus, acid insoluble residue, etc.
- Review mix design of concrete as requested.

Attachment C - Work Schedule

Rodriguez Engineering Laboratories, LLC will provide geotechnical engineering and construction materials testing services for Williamson County Road & Bridge Division (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the Geotechnical Engineering and Materials Testing projects.

Attachment D - Fee Schedule

See attached

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
1. Field Technician (2 hr. minimum)		
1.1 Soil Technician	Per hr	$65.00
1.2 Concrete Technician TxDOT or ACI Grade I	Per hr	$65.00
1.3 Asphalt Technician		
1.3.1 TxDOT Certified Technician (Level IA & IB)	Per hr	$65.00
1.3.2 TxDOT Certified Technician (Level II)	Per hr	$75.00
1.4 Senior Field Inspector	Per hr	$75.00
1.5 Structural Steel Technician		
1.5.1 CWI	Per hr	$90.00
1.5.2 NDT Level II	Per hr	$90.00
1.6. Bolting Inspection	Per hr	$90.00
1.7 NICET Level III	Per hr	$90.00
2. Field Testing Equipment (2 hr. minimum, technician time not included)		
2.1 Vehicle		
2.1.1 Vehicle (Within 60 miles from our office)	Per day	$60.00
2.1.2 Vehicle (More than 60 miles from our office)	Per mile	IRS Rate
2.2 Dye Penetrant – Magnetic Particle Supplies		At Cost
2.3 Ultrasonic Testing Equipment	Per hr	$23.00
2.4 Concrete Coring Equipment	Per hr	$39.00
2.4.1 Concrete Core Bit Charges		
2.4.1.1 3 inch diameter core	Per inch	$4.60
2.4.1.2 4 inch diameter core	Per inch	$6.50
2.4.1.3 6 inch diameter core	Per inch	$7.70
2.5 Heavy Falling Weight Deflectometer (20 Test points minimum, Technician time not included)	Test Point	$20.00
2.6 Profilograph Testing (Technician time not included)	Day	$400.00
3. Testing of Soils and Base Materials		
3.1 Bulk Sample Pick-Up		
3.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
3.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
3.2 Field Nuclear Density (Without Technician Time (3 Minimum))	Per ea	$39.00
3.3 Sample Preparation (TEX-101-E)	Per ea	$65.00
3.4 Natural Moisture Content (TEX-103-E)	Per ea	$20.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	$71.00
3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$71.00
3.7 Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$46.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$60.00
3.9 Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$253.00
3.10 Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$253.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$253.00
3.12 Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$253.00
3.13 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$280.00
3.14 Texas Triaxial Compression Test on Base Material TEX- 117E, Part II; Including the		
3.15 Molding, Curing and Testing 6 Specimens	Per ea	$1,265.00
3.3 Sample Preparation (TEX-101-E)	Per ea	$65.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	$71.00
3.6 Atterberg Limits (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$71.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$60.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$253.00
3.16 Wet Ball Mill (TEX-116-E)	Per ea	$220.00

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
3.17 Permeability/Conductivity of Silt or Clay (ASTM D 5084)	Per ea	$425.00
3.18 Sample Remolding	Per ea	$60.00
3.19 Soil Specific Gravity (TEX-108-E)	Per ea	$68.00
3.20 Soil Lime Compression Test (TEX-121-E), per specimen	Per ea	$74.00
3.21 Resistivity of Soils (TEX-129-E)	Per ea	$99.00
3.22 Lime Series Curve (ASTM D 4318)	Per point	$60.00
3.23 Stabilization Ability of Lime by Soil pH (TEX-121-E Part III) up to 6 Points	Per Each	$270.00
3.24 Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve), in addition to technician time	Per Point	$20.00
3.25 Soluble Sulfate Content (TEX-145-E)	Per ea	$95.00
3.26 pH of Soils (TEX-128-E)	Per ea	$65.00
3.27 Hydrometer Analysis (ASTM D 422) (Without mechanical sieve analysis)	Per ea	$104.00
3.28 Thickness Determination (Tex-140-E), in addition to technician time	Per ea	$18.00
4. Testing of Concrete and Aggregates		
4.1 Sample Pick-Up		
4.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
4.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
4.2 Aggregate Gradation (TEX-401-A)	Per ea	$71.00
4.3 Specific Gravity of Aggregate	Per ea	$55.00
4.4 Absorption of Aggregate	Per ea	$36.00
4.5 Unit Weight of Aggregate	Per ea	$36.00
4.6 Abrasion Test (TEX-410-A)	Per ea	$242.00
4.7 Decantation (TEX-406-E)	Per ea	$35.00
4.8 Organic Impurities, Tex-408-A	Per ea	$60.00
4.9 Soundness, Sodium or Magnesium, 5 cycles (Tex-411-A)	Per ea	$365.00
4.10 Concrete Cylinder Compressive Strength (TEX-418-A)	Per ea	$25.50
4.11 Beam Flexural Strength (TEX-420-A or TEX 448-A)	Per ea	$38.50
4.12 Coarse Aggregate Angularity	Per ea	$74.00
4.13 Fine Aggregate Angularity	Per ea	$74.00
4.14 Flat, Elongated Particles	Per ea	$74.00
4.15 Deleterious Materials (Clay Lumps/Friable Part I)	Per ea	$66.00
4.16 Crushed Face Count	Per ea	$75.00
4.17 Sand Equivalent (Clay Content), Tex-203-F	Per ea	$66.00
5. Testing of HMAC and Liquid Asphalt		
5.1 Bag Sample Pick-up From Source, Project, or Field Office		
5.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
5.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
5.2 Obtaining Field-cut Specimens		
5.2.1 0" to 6" Depth & 6" Ø, Including patching & sample Preparation, 3 minimum)	Per ea	$93.50
5.2.2 > 6" to 10" Depth & 6" Ø, Including patching & sample Preparation, 3 minimum)	Per ea	$104.50
5.2.3 > 10" to 14" Depth & 6" Ø, Including patching & sample Preparation, 3 minimum)	Per ea	$137.50
5.2.4 > 14" Depth & 6" Ø, Including patching & sample Preparation, 3 minimum)		$137.50
plus $5 per inch beyond 14"		$5.50
5.3 Specimen Molding by TGC, Tex-206-F (3 per set)	Per ea	$60.00
5.4 Specimen Molding by SGC, Tex-241-F (3 per set)	Per ea	$85.00
5.5 Bulk Density of Compacted Specimens, Tex-207-F, Part I (3 per set)	Per ea	$60.00
5.6 Hveem Stability, Tex-208-F (3 per set)	Per ea	$60.00
5.7 Asphalt Content by Extraction, Tex-210-F	Per ea	$161.00
5.8 Asphalt Content by Ignition Oven, Tex-236-F	Per ea	$161.00
5.9 Gradation of Aggregate from Extraction or Ignition, Tex-200-F	Per ea	$71.00

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
5.10 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)		
5.10.1 Bag Sample, Rice	Per ea	$50.00
5.10.2 Core Sample, Rice	Per ea	$60.00
5.11 Bulk Density of Core Specimens (Tex-207-F, Part I)	Per ea	$24.00
5.12 Bulk Density of Core Specimens (Vacuum Method) (Tex-207-F, Part I & VI)	Per ea	$60.00
5.13 Sand Equivalent, Tex-203-F	Per ea	$88.00
5.14 Micro Deval Abrasion (Tex-461-A)	Per ea	$220.00
5.15 Indirect Tensile Strength, Tex-226-F (Molding Not Included)	Per ea	$65.00
5.16 Residue by Evaporation	Per ea	$135.00
5.17 Boiling Stripping Test (Tex-530-C)	Per ea	$100.00
5.18 Hamburg Wheel Tracker (Tex-242-F)	Per ea	$600.00
5.19 Hamburg Wheel Tracker (Tex-242-F) (Molded by Client)	Per ea	$350.00
5.20 Cantabro Loss (Tex-245-F) (Molding Not Included)	Per ea	$100.00
5.21 Abson Recovery, Tex-211-F (Extraction Not Included)	Per ea	$214.00
5.22 Storage Stability (24 Hrs)	Per ea	$100.00
5.23 Density of Emulsified Asphalt (ASTM D6937)	Per ea	$65.00
5.24 Demulsibility (Anionic or Cationic Emulsions)	Per ea	$65.00
5.25 Viscosity (Brookfield or Saybolt)	Per ea	$65.00
5.26 Penetration	Per ea	$67.00
5.27 Ductility	Per ea	$91.00
5.28 Float Test	Per ea	$75.00
5.29 Elastic Recovery	Per ea	$75.00
5.30 Cement Mix	Per ea	$65.00
5.31 Softening Point (Ring and Ball)	Per ea	$91.00
5.32 Absolute Viscosity (Cutback Asphalt or Coal Tars)	Per ea	$57.00
5.33 Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$135.00
5.34 Breaking Index (Asphalt Emulsions)	Per ea	$65.00
5.35 Sieve Test	Per ea	$40.00
6. Geotechnical Services		
6.1 Mobilization/Demobilization (Within 50 miles from our office), 2-Man Crew with Rig	Per ea	$250.00
6.2 Mobilization/Demobilization, 2-Man Crew with Rig (More than 50 miles from our office)	Per mile	$3.20
6.3 Vehicle (Water Truck, Pick-Up, etc.)		
6.3.1 Vehicle (Within 50 miles from our office)	Per day	$50.00
6.3.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
6.4 Technician (Drilling Support)		
6.4.1 Helper, Engineering Technician (Mobilization/Demobilization)	Per hr	$55.00
6.4.2 Logger, Senior Engineering Technician (Portal to Portal)	Per hr	$75.00
6.5 Drilling		
6.5.1 Auger or Wash Borings, Soil (Add $3.00/LF for drilling deeper than 50 ft)	Per LF	$15.00
6.5.2 Auger or Coring, Soft Rock	Per LF	$20.00
6.5.3 Rock Coring	Per LF	$22.50
6.6 Grout/Bentonite Backfill	Per LF	$4.00
6.7 Undisturbed Shelby Tube Sample	Per ea	$25.00
6.8 Standard Penetration Test	Per ea	$45.00
6.9 Texas Cone Penetration Test	Per ea	$45.00
6.10 Dynamic Cone Penetrometer (Without Technician time)	Per ea	$125.00
6.11 Unconsolidated/Consolidated Undrained Triaxial (Multiple Stage)	Per ea	$515.00
6.12 Consolidated Drained Triaxial (Multiple Stage)	Per ea	$760.00
6.13 Organic Content Determination	Per ea	$95.00

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
6.14 Consolidation Test	Per ea	$525.00
6.15 California Bearing Ratio (CBR) Test	Per ea	$485.00
6.16 Dry Unit Weight Test	Per ea	$35.00
6.17 Unconfined Compressive Strength Test	Per ea	$55.00
6.18 Traffic Control (Safety Cones and Signs)	Per day	$250.00
6.19 Traffic Control (Single Moving Lane Closure)	Per day	$880.00
6.20 Flagging Services (Incl. Equipment, Set-up, Two-man Crew)	Per day	$980.00
6.21 Patching Bores/Cores	Per ea	$25.00
6.22 Bulk Sample (Triaxial, Proctor, etc)	Per hr	$55.00
6.23 Cut & Excavate Test Pit on Pavement, Approx. 18"x18", Inc. Sampling	Per ea	$200.00
6.24 Standby Time (Drill Rig and Crew)	Per hr	$195.00
7. Engineering Consultation		
7.1 Principal	Per hr	$145.00
7.2 Senior Project Manager	Per hr	$130.00
7.3 Project Manager	Per hr	$115.00
7.4 Project Engineer	Per hr	$115.00
7.5 Senior Geologist	Per hr	$105.00
7.6 Laboratory Manager	Per hr	$105.00
7.7 Graduate Engineer	Per hr	$85.00
7.8 Senior Engineering Technician	Per hr	$75.00
7.9 Secretary/Clerical	Per hr	$45.00
8. Outside Services (Reimbursables)		At Cost
9. Subconsultants		At Cost

- Ø Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
- Ø The densities test unit rate is based on a minumum of 3 tests per trip.
- Ø Transportation charges are applicable for all field testing assignments including sample pick up. but, if the technician is already at the job site, there is no sample pick up charges.
- Ø Subconsultants' fees shall be approved previous to work beginning.

Commissioners Court - Regular Session **23.**

Meeting Date: 07/31/2018

PaveTex Engineering & Testing Inc WA3 On Call Geotechnical

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $50,000.00 to expire on December 31, 2018 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PaveTex Engineering & Testing Inc WA3 On Call Geotechnical

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2018 04:33 PM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:44 AM
Form Started By: Vicky Edwards		Started On: 07/20/2018 01:49 PM
Final Approval Date: 07/26/2018		

WORK AUTHORIZATION NO. 3

PROJECT: On Call Geotechnical Engineering and Materials Testing

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer").

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

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2018**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
PaveTex Engineering & Testing, Inc.	Williamson County, Texas
By: Sarah Tahmoressi	By: _____
Signature	Signature
Sarah Tahmoressi	_____
Printed Name	Printed Name
Executive V.P.	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment B - Services to be Provided by Engineer

- Perform Quality Assurance (QA) and Quality Control (QC) construction materials sampling and testing as requested, including both laboratory and field testing of soils, base, concrete and hot mix materials, using ASTM or TxDOT testing methods for Ronald Reagan overlay and other county projects.

- Perform geotechnical investigations and forensic investigations including borings, pavement cores, non-destructive testing, and other geotechnical testing as directed.

- Collect samples, perform laboratory testing, interpret field data, and prepare Geotechnical Reports.

Attachment C - Work Schedule

PaveTex shall provide a work schedule for the assigned task. Work shall begin immediately upon receipt of agreement between County and PaveTex on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

See Attached

Williamson County 2016 Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	$58	$69
1B	hr.	$58	$69
Soils	hr.	$50	$61
Concrete	hr.	$50	$61
Nuclear Gauge Calibration	hr.	$75	
Concrete Plant/ Truck Inspection	hr.	$75	
Asphalt Distributor Calibration	hr.	$75	
Senior Professional Engineer	hr.	$195	
Professional Engineer	hr.	$145	
EIT	hr.	$85	
Project Manager	hr.	$98	
Administrative Assistant	hr.	$45	

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
HMAC Coring		
Coring Equipment Mobilization	trip	$75
0"-6" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$95
> 6"-10" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$110
> 10"-14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$150
> 14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$4/ in. over 14"
Concrete Coring		
Mileage- State Allowable Rate (Portal to Portal)	mile	IRS Rate
Concrete Coring Equipment	hr.	$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	$5
4" Diameter Core	in.	$6
6" Diameter Core	in.	$8
Traffic Control		at Cost

Soils & Aggregates (100-E Series)

Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	$50
Moisture Content	Tex-103-E	ea.	$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	$75
Linear Bar Shrinkage	Tex-107-E	ea.	$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	$85
Moisture- Density Relationship	Tex-113-E	ea.	$350
Moisture- Density Relationship	Tex-114-E	ea.	$250
Wet Ball Mill	Tex-116-E	ea.	$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	$1,100
Full Triaxial Testing *	* See Note	ea.	$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	$300
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,100

Williamson County 2016 Price List

Soils & Aggregates (100-E Series)- Cont.			
Test For	**Test Method**	**Unit**	**Unit Cost**
Soil pH	Tex-128-E	ea.	$50
Resistivity	Tex-129-E	ea.	$300
Tube Suction Test	Tex-144-E	ea.	$100
Sulfate Content	Tex-145-E	ea.	$225
Conductivity of Soils	Tex-146-E	ea.	$25
Hydrometer Analysis	AASHTO T 88	ea.	$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	$300

** Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial*

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis	Tex-200-F, Part I	ea.	$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$85
Apparent Specific Gravity	Tex-202-F	ea.	$85
Sand Equivalent	Tex-203-F	ea.	$85
Mix Design	Tex-204-F	ea.	$2,500
Mixing	Tex-205-F	set of 3	$75
Molding (TGC)	Tex-206-F	set of 3	$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	$75
Hveem Stability	Tex-208-F	set of 3	$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	$250
Moisture Content	Tex-212-F	ea.	$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	$100
Deleterious Material	Tex-217-F	ea.	$50
Decantation	Tex-217-F, Part II	ea.	$100
Flakiness Index	Tex-224-F	ea.	$100
Indirect Tensile Strength	Tex-226-F	ea.	$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	$60
Drain-down Test	Tex-235-F	ea.	$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$175
Ignition Oven Correction Factors	Tex-236-F	ea.	$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	$500
Cantabro Loss	Tex-245-F	ea.	$200
Overlay Test	Tex-248-F	ea.	$750
Flat and Elongated Particles	Tex-280-F	ea.	$100

Williamson County 2016 Price List

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$85
Unit Weight	Tex-404-A	ea.	$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	$350
Organic Matter Content	ASTM D 5268	ea.	$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$100
Los Angeles Abrasion	Tex-410-A	ea.	$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$22
Pressure Slake	Tex-431-A	ea.	$250
Freezer Thaw	Tex-432-A	ea.	$250
24 Hr Water Absorption	Tex-433-A	ea.	$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$30
Micro-Deval Abrasion	Tex-461-A	ea.	$300
Moisture Susceptibility	Tex-530-C	ea.	$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260) ASTM C1567	ea.	$1,200

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$50
Penetration	AASHTO T 49	ea.	$50
Ductility	AASHTO T 51	ea.	$200
Softening Point	AASHTO T 53	ea.	$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	$250
Elastic Recovery	AASHTO T 301	ea.	$250
Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$100
-Additional DSR Readings		ea.	$50
Rotational Viscosity	AASHTO T 316	ea.	$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	$50
Float Test	AASHTO T 50 (ASTM D 139)	ea.	$100
Flash Point by Cleveland Open Cup	AASHTO T 48 & T 72 (ASTM D 92)	ea.	$55
Settlement and Storage Stability of Emulsified Asphalts	AASHTO T 59 (ASTM D 6930)	ea.	$75
Oversized Particles in Emulsified Asphalt	AASHTO T 59 (ASTM 6933)	ea.	$85
Residue by Evaporation of Emulsified Asphalt	AASHTO T 59 (ASTM D6934)	ea.	$55
Demulsibility of Emulsified Asphalt	AASHTO T 59 (ASTM D6936)	ea.	$55
Distillation of Emulsified Asphalt	AASTHO T 59 (ASTM D 86)	ea.	$150
Saybolt Viscosity	AASHTO T 72 (ASTM D 88)	ea.	$100
Spot Test	AASHTO T 102	ea.	$200
Specific Gravity of Emulsified Asphalt	ASTM D 244	ea.	$55

Commissioners Court - Regular Session **24.**

Meeting Date: 07/31/2018

PaveTex Engineering & Testing Inc WA4 On Call Geotechnical

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $50,000.00 to expire September 30, 2019 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PaveTex Engineering & Testing Inc WA4 On Call Geotechnical Engineering and Materials Testing

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2018 04:33 PM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:44 AM
Form Started By: Vicky Edwards		Started On: 07/20/2018 02:02 PM
Final Approval Date: 07/26/2018		

WORK AUTHORIZATION NO. 4

PROJECT: On Call Geotechnical Engineering and Materials Testing

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer").

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

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2019**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

PaveTex Engineering & Testing, Inc.

By: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Executive V.P.
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

- Perform Quality Assurance (QA) and Quality Control (QC) construction materials sampling and testing as requested, including both laboratory and field testing of soils, base, concrete and hot mix materials, using ASTM or TxDOT testing methods.

- Perform geotechnical investigations and forensic investigations including borings, pavement cores, non-destructive testing, and other geotechnical testing as directed.

- Collect samples, perform laboratory testing, interpret field data, and prepare Geotechnical Reports.

- Provide recommendations and prepare written reports for pavement design, foundation design, slope stability, and other geotechnical issues.

Attachment C - Work Schedule

PaveTex shall provide a work schedule for the assigned task. Work shall begin immediately upon receipt of agreement between County and PaveTex on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

See Attached

Williamson County 2016 Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	$58	$69
1B	hr.	$58	$69
Soils	hr.	$50	$61
Concrete	hr.	$50	$61
Nuclear Gauge Calibration	hr.	$75	
Concrete Plant/ Truck Inspection	hr.	$75	
Asphalt Distributor Calibration	hr.	$75	
Senior Professional Engineer	hr.	$195	
Professional Engineer	hr.	$145	
EIT	hr.	$85	
Project Manager	hr.	$98	
Administrative Assistant	hr.	$45	

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
HMAC Coring		
Coring Equipment Mobilization	trip	$75
0"-6" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$95
> 6"-10" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$110
> 10"-14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$150
> 14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$4/ in. over 14"
Concrete Coring		
Mileage- State Allowable Rate (Portal to Portal)	mile	IRS Rate
Concrete Coring Equipment	hr.	$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	$5
4" Diameter Core	in.	$6
6" Diameter Core	in.	$8
Traffic Control		at Cost

Soils & Aggregates (100-E Series)

Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	$50
Moisture Content	Tex-103-E	ea.	$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	$75
Linear Bar Shrinkage	Tex-107-E	ea.	$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	$85
Moisture- Density Relationship	Tex-113-E	ea.	$350
Moisture- Density Relationship	Tex-114-E	ea.	$250
Wet Ball Mill	Tex-116-E	ea.	$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	$1,100
Full Triaxial Testing *	* See Note	ea.	$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	$300
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,100

Williamson County 2016 Price List

Soils & Aggregates (100-E Series)- Cont.			
Test For	**Test Method**	**Unit**	**Unit Cost**
Soil pH	Tex-128-E	ea.	$50
Resistivity	Tex-129-E	ea.	$300
Tube Suction Test	Tex-144-E	ea.	$100
Sulfate Content	Tex-145-E	ea.	$225
Conductivity of Soils	Tex-146-E	ea.	$25
Hydrometer Analysis	AASHTO T 88	ea.	$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	$300

** Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial*

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis	Tex-200-F, Part I	ea.	$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$85
Apparent Specific Gravity	Tex-202-F	ea.	$85
Sand Equivalent	Tex-203-F	ea.	$85
Mix Design	Tex-204-F	ea.	$2,500
Mixing	Tex-205-F	set of 3	$75
Molding (TGC)	Tex-206-F	set of 3	$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	$75
Hveem Stability	Tex-208-F	set of 3	$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	$250
Moisture Content	Tex-212-F	ea.	$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	$100
Deleterious Material	Tex-217-F	ea.	$50
Decantation	Tex-217-F, Part II	ea.	$100
Flakiness Index	Tex-224-F	ea.	$100
Indirect Tensile Strength	Tex-226-F	ea.	$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	$60
Drain-down Test	Tex-235-F	ea.	$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$175
Ignition Oven Correction Factors	Tex-236-F	ea.	$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	$500
Cantabro Loss	Tex-245-F	ea.	$200
Overlay Test	Tex-248-F	ea.	$750
Flat and Elongated Particles	Tex-280-F	ea.	$100

Williamson County 2016 Price List

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$85
Unit Weight	Tex-404-A	ea.	$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	$350
Organic Matter Content	ASTM D 5268	ea.	$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$100
Los Angeles Abrasion	Tex-410-A	ea.	$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$22
Pressure Slake	Tex-431-A	ea.	$250
Freezer Thaw	Tex-432-A	ea.	$250
24 Hr Water Absorption	Tex-433-A	ea.	$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$30
Micro-Deval Abrasion	Tex-461-A	ea.	$300
Moisture Susceptibility	Tex-530-C	ea.	$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260) ASTM C1567	ea.	$1,200

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$50
Penetration	AASHTO T 49	ea.	$50
Ductility	AASHTO T 51	ea.	$200
Softening Point	AASHTO T 53	ea.	$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	$250
Elastic Recovery	AASHTO T 301	ea.	$250
Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$100
-Additional DSR Readings		ea.	$50
Rotational Viscosity	AASHTO T 316	ea.	$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	$50
Float Test	AASHTO T 50 (ASTM D 139)	ea.	$100
Flash Point by Cleveland Open Cup	AASHTO T 48 & T 72 (ASTM D 92)	ea.	$55
Settlement and Storage Stability of Emulsified Asphalts	AASHTO T 59 (ASTM D 6930)	ea.	$75
Oversized Particles in Emulsified Asphalt	AASHTO T 59 (ASTM 6933)	ea.	$85
Residue by Evaporation of Emulsified Asphalt	AASHTO T 59 (ASTM D6934)	ea.	$55
Demulsibility of Emulsified Asphalt	AASHTO T 59 (ASTM D6936)	ea.	$55
Distillation of Emulsified Asphalt	AASTHO T 59 (ASTM D 86)	ea.	$150
Saybolt Viscosity	AASHTO T 72 (ASTM D 88)	ea.	$100
Spot Test	AASHTO T 102	ea.	$200
Specific Gravity of Emulsified Asphalt	ASTM D 244	ea.	$55

Commissioners Court - Regular Session **25.**

Meeting Date: 07/31/2018

Discuss consider and take appropriate action on approval of the final plat for the Siena Section 11 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 Siena Section 11 subdivision - Pct 4.

Background

This is the next section of the Siena development. It consists of 85 single family lots and 2,743 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena Sec 11 - Final Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 12:00 PM
Form Started By: Adam Boatright		Started On: 07/26/2018 11:41 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **26.**

Meeting Date: 07/31/2018

Discuss consider and take appropriate action on approval of the final plat for the Estates at Northgate Ph 1 Sec 1 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 Estates at Northgate Phase 1, Section 1 subdivision - Pct 2.

Background

This is the first section of the Estates at Northgate development. It consists of 90 residential lots, 4 open space lots, and 8,441 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

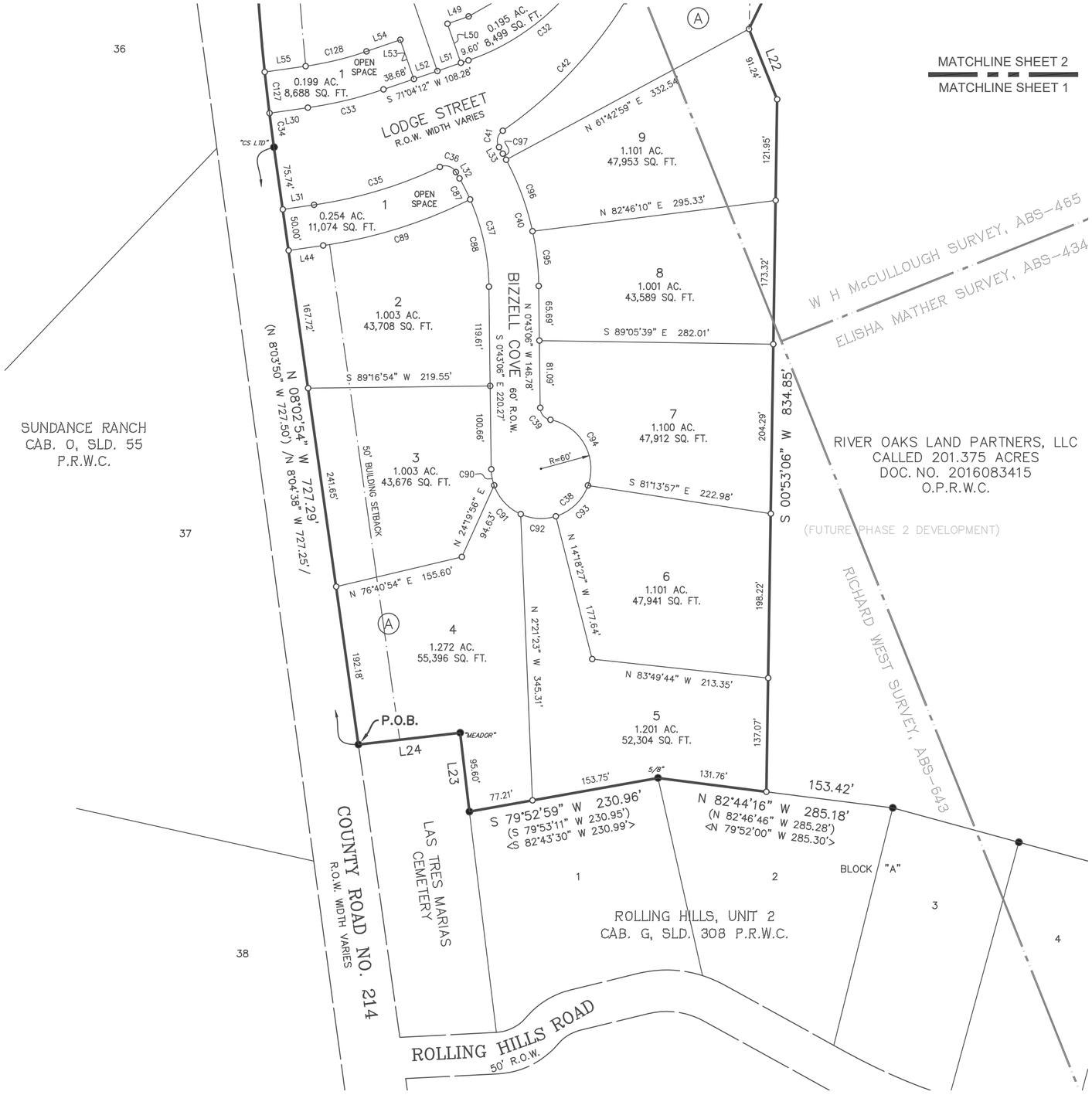
From/To	Acct No.	Description	Amount

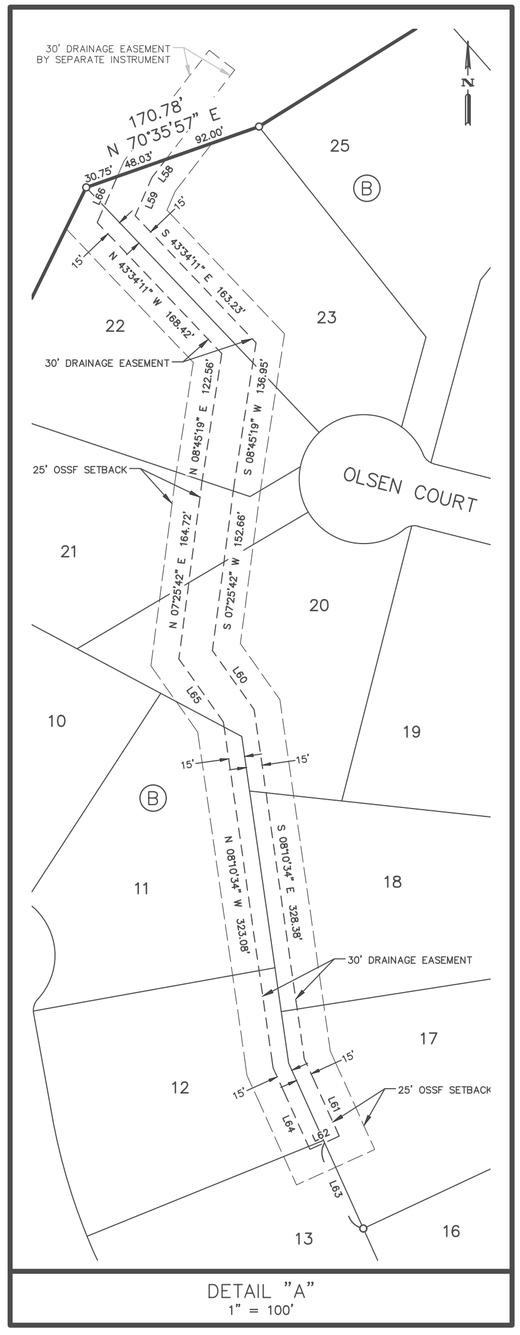
Attachments

Final Plat - Estates at Northgate Ph 1 Sec 1

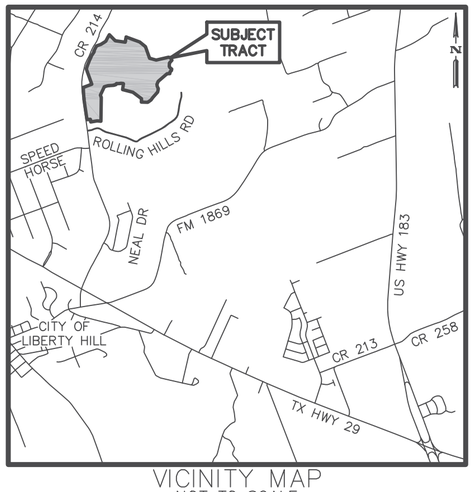
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 12:00 PM
Form Started By: Adam Boatright		Started On: 07/26/2018 11:45 AM
Final Approval Date: 07/26/2018		





DETAIL "A"
1" = 100'



VICINITY MAP
NOT TO SCALE

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	90	95.758 AC.
OPEN SPACE	4	2.459 AC.
RIGHT-OF-WAY	–	12.767 AC.
TOTAL	94	110.984 AC.

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
LODGE STREET	VARIES	1,294 FT.
BIZZELL COVE	60 FT.	470 FT.
LODGE COURT	60 FT.	732 FT.
HOUSTON LOOP	60 FT.	4,642 FT.
NAGLE COURT	60 FT.	496 FT.
HOUSTON COVE	60 FT.	384 FT.
RICKARD DRIVE	60 FT.	168 FT.
OLSEN COURT	60 FT.	255 FT.
TOTAL LINEAR FEET OF NEW SREETS		8,441 FT.
DESIGN SPEED FOR ALL STREETS WILL BE 25 MPH.		

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

BENCHMARK NOTE:

TEMPORARY BENCHMARK FOR THIS PROJECT IS A "□" CHISEL MARK AT THE APPROXIMATE MIDDLE POINT OF THE CONCRETE HEADWALL ON THE EAST SIDE OF THE BOX CULVERTS CROSSING C.R. 214, ON THE WEST SIDE OF THE SUBJECT PROPERTY, AS SHOWN ON SHEET 3.

ELEVATION 993.74 FEET NAVD 88 DATUM
GRID N. 10223889.38
GRID E. 3057450.22

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM
SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

SUBMITTED DATE: JULY 10, 2018

OWNER:

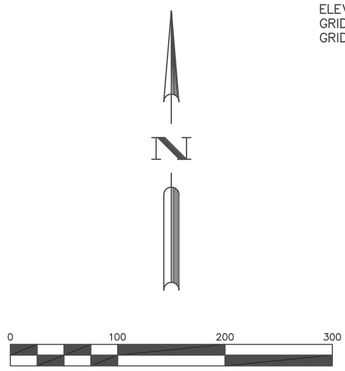
RIVER OAKS LAND PARTNERS, LLC
4807 SPICEWOOD SPRINGS RD.
BLDG. 2, SUITE 104
AUSTIN, TX 78759
TEL: 512-750-0896

ENGINEER & SURVEYOR:

BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL: 512-879-0400

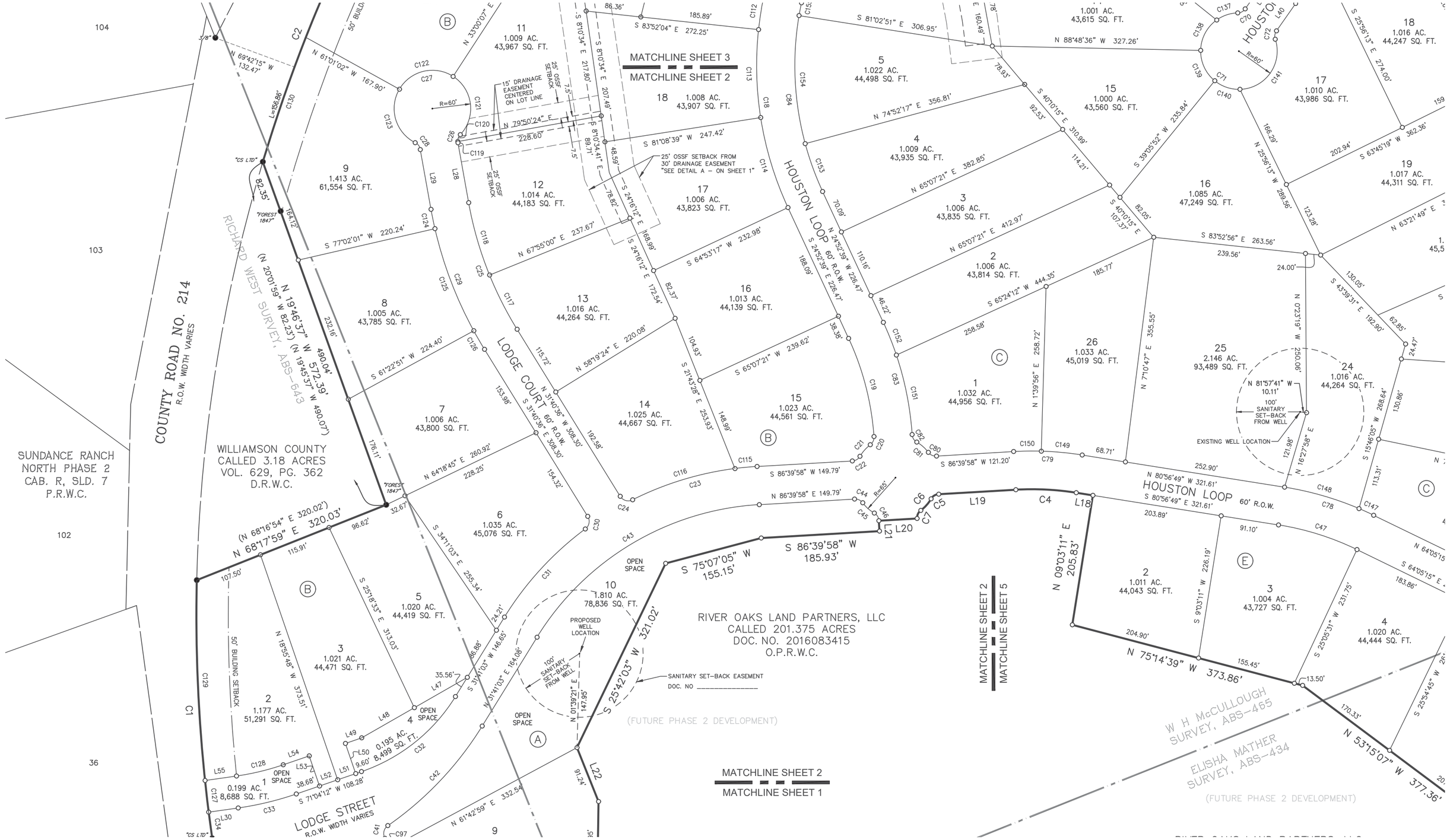
LEGEND

D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2016083415, O.P.R.W.C.
[ ]	RECORD INFORMATION DOC. NO. 2008064005, O.P.R.W.C.
/ /	RECORD INFORMATION DOC. NO. 2009093312, O.P.R.W.C.
< >	RECORD INFORMATION CAB. D, SLD. 307 & CAB. G, SLD. 308, P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
✸	FOUND COTTON GIN SPINDLE
○	SET 1/2" IRON ROD W/"BROWN & GAY" CAP



BGE, Inc.
7000 North Mopac, Suite 330
Austin, TX 78731
Tel: 512-879-0400 ● www.browngay.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 1_Plat\4495-00_PH 1-SEC 1_Plat.dwg, 7/24/2018 10:01 AM, MCarney


COUNTY ROAD NO. 214
R.O.W. WIDTH VARIES
RICHARD WEST SURVEY, ABS-643
SUNDANCE RANCH NORTH PHASE 2 CAB. R, SLD. 7 P.R.W.C.
WILLIAMSON COUNTY CALLED 3.18 ACRES VOL. 629, PG. 362 D.R.W.C.
LODGE COURT 60' R.O.W.
HOUSTON LOOP 60' R.O.W.
LODGE STREET R.O.W. WIDTH VARIES
MATCHLINE SHEET 3
MATCHLINE SHEET 2
MATCHLINE SHEET 1
MATCHLINE SHEET 5
RIVER OAKS LAND PARTNERS, LLC CALLED 201.375 ACRES DOC. NO. 2016083415 O.P.R.W.C.
W H McCULLOUGH SURVEY, ABS-465
ELISHA MATHER SURVEY, ABS-434
(FUTURE PHASE 2 DEVELOPMENT)
OPEN SPACE
PROPOSED WELL LOCATION
EXISTING WELL LOCATION
100' SANITARY SET-BACK FROM WELL
SANITARY SET-BACK EASEMENT DOC. NO _____
15' DRAINAGE EASEMENT CENTERED ON LOT LINE
25' OSSF SETBACK
25' OSSF SETBACK FROM 30' DRAINAGE EASEMENT "SEE DETAIL A – ON SHEET 1"
50' BUILDING SETBACK
"CS LTD"
"FOREST 1847"
1 1.032 AC. 44,956 SQ. FT.
2 1.006 AC. 43,814 SQ. FT.
3 1.006 AC. 43,835 SQ. FT.
4 1.009 AC. 43,935 SQ. FT.
5 1.022 AC. 44,498 SQ. FT.
6 1.035 AC. 45,076 SQ. FT.
7 1.006 AC. 43,800 SQ. FT.
8 1.005 AC. 43,785 SQ. FT.
9 1.413 AC. 61,554 SQ. FT.
10 1.810 AC. 78,836 SQ. FT.
11 1.009 AC. 43,967 SQ. FT.
12 1.014 AC. 44,183 SQ. FT.
13 1.016 AC. 44,264 SQ. FT.
14 1.025 AC. 44,667 SQ. FT.
15 1.023 AC. 44,561 SQ. FT.
16 1.013 AC. 44,139 SQ. FT.
17 1.006 AC. 43,823 SQ. FT.
18 1.008 AC. 43,907 SQ. FT.
1 0.199 AC. 8,688 SQ. FT.
2 1.177 AC. 51,291 SQ. FT.
3 1.021 AC. 44,471 SQ. FT.
4 0.195 AC. 8,499 SQ. FT.
5 1.020 AC. 44,419 SQ. FT.
1 1.001 AC. 43,615 SQ. FT.
2 1.011 AC. 44,043 SQ. FT.
3 1.004 AC. 43,727 SQ. FT.
4 1.020 AC. 44,444 SQ. FT.
15 1.000 AC. 43,560 SQ. FT.
16 1.085 AC. 47,249 SQ. FT.
17 1.010 AC. 43,986 SQ. FT.
18 1.016 AC. 44,247 SQ. FT.
19 1.017 AC. 44,311 SQ. FT.
24 1.016 AC. 44,264 SQ. FT.
25 2.146 AC. 93,489 SQ. FT.
26 1.033 AC. 45,019 SQ. FT.
N 19°46'37" W 572.39' (N 20°01'59" W 82.25') (N 19°45'37" W 490.07')
N 68°17'59" E 320.03' (N 68°16'54" E 320.02')
S 86°39'58" W 185.93'
S 75°07'05" W 155.15'
S 25°42'03" W 321.02'
N 75°14'39" W 373.86'
N 53°15'07" W 377.36'
N 61°42'59" E 332.54'
N 61°01'02" W 167.90'
N 69°42'15" W 132.47'
S 77°02'01" W 220.24'
S 61°22'51" W 224.40'
N 64°18'45" E 260.92'
S 86°39'58" W 149.79'
N 86°39'58" E 149.79'
N 88°48'36" W 327.26'
S 81°02'51" E 306.95'
N 74°52'17" E 356.81'
N 65°07'21" E 382.85'
N 65°07'21" E 412.97'
S 83°52'56" E 263.56'
S 83°52'04" E 272.25'
S 81°08'39" W 247.42'
N 67°55'00" E 237.67'
S 64°53'17" W 232.98'
S 65°07'21" W 239.62'
S 86°39'58" W 121.20'
N 79°50'24" E 228.60'
N 33°00'07" E
S 24°52'39" W 226.47'
S 24°52'39" E 226.47'
S 65°24'12" W 444.35'
N 58°19'24" E 220.08'
S 31°40'36" W 308.30'
S 31°40'36" E 308.30'
S 34°11'03" E 255.34'
S 25°18'33" E 313.03'
N 18°55'48" W 373.51'
N 31°41'03" E 164.08'
N 31°41'03" W 146.65'
N 01°39'21" E 147.95'
N 09°03'11" E 205.83'
S 09°03'11" W 226.19'
S 25°05'31" W 231.75'
S 25°54'45" W 2
N 16°27'58" E
N 09°23'19" W 250.00'
S 15°46'05" W 268.64'
N 81°57'41" W 10.11'
N 80°56'49" W 321.61'
S 80°56'49" E 321.61'
S 39°05'52" W 235.84'
S 40°10'15" E 310.98'
S 40°10'15" E 107.37'
N 25°56'13" W 289.56'
S 25°56'13" E 274.00'
S 63°45'19" W 362.36'
N 63°21'49" E
N 7°10'47" E 355.55'
N 1°39'56" E 258.72'
S 21°43'28" E 253.93'
S 16°40'36" W 308.30'
S 24°16'12" E 172.54'
S 24°16'12" E 168.98'
S 8°10'34" E 217.80'
S 8°10'34" E 207.49'
S 8°10'41" E 89.71'
S 86°39'58" W 185.93'
L=156.66'
R=60'
R=55'
C2
C1
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C166



FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
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SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

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G:\TXC\Projects\Survey Projects\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 1_Plat\4495-00_PH 1-SEC 1_Plat.dwg, 7/24/2018 10:03 AM, MCorney

R FLOODPLAIN

DOC. NO. 2016083415
O.P.R.W.C.

(FUTURE PHASE 3 DEVELOPMENT)

DRAINAGE EASEMENT
DOC. NO _____

S 76°08'54" E 290.38'

25' OSSF SETBACK FROM 30' DRAINAGE EASEMENT "SEE DETAIL D – SHEET 5"

S 69°33'30" E 509.26'

S 51°16'28" E 257.43'

S 19°34'58" E 428.33'

S 74°30'47" E 235.33'

N 77°22'41" E 442.75'

HOUSTON LOOP 60' R.O.W.

RICKARD DRIVE 60' R.O.W.

HOUSTON COVE 60' R.O.W.

NAGLE COURT 60' R.O.W.

N 85°09'21" W 116.74'

S 85°09'21" E 116.74'

N 4°50'39" E 145.03'

N 16°13'36" E 284.59'

N 29°20'51" E 292.30'

N 41°07'41" E 327.33'

N 51°50'15" E 349.51'

N 61°49'01" E 345.52'

N 63°21'49" E 328.45'

N 24°52'45" E 405.81'

N 36°33'08" W 244.83'

N 8°16'09" E 423.26'

N 5°04'46" W 440.15'

S 1°50'39" W 422.76'

S 26°26'14" E 267.07'

S 10°20'30" E 117.08'

S 10°20'30" E 160.49'

N 88°48'36" W 327.26'

S 88°48'36" E 266.90'

N 50°59'56" W 141.78'

S 25°56'13" E 274.00'

S 26°38'11" E 505.13'

N 26°38'11" W 614.11'

S 67°51'14" W 208.41'

S 19°11'22" E 232.45'

N 77°33'00" W 295.11'

N 10°33'57" W 232.33'

N 1°03'51" E 209.11'

S 40°10'15" E 310.99'

S 39°05'52" W 235.84'

N 63°21'49" E 363.86'

N 25°56'13" W 289.56'

N 63°21'49" E 311.38'

S 30°46'11" W 146.05'

N 67°51'14" E 204.55'

S 67°51'14" W 212.26'

N 26°38'11" W 223.28'

N 89°17'42" W 215.97'

S 66°12'27" W 143.15'

N 66°12'27" E 143.45'

N 85°11'57" E

S 85°11'57" W

S 83°18'37" E 366.20'

N 72°21'46" E

N 59°50'36" E

N 59°47'15" E 209.89'

S 43°37'30" W (S 43°37'41" W)

S 35°03'16" E (S 35°03'16" E)

S 32°08'35" E [S 32°08'42" E]

S 45°03'57"

DRAINAGE EASEMENT BY SEPARATE INSTRUMENT

30' DRAINAGE EASEMENT

25' OSSF SETBACK

AINAGE EASEMENT

HOUSTON LOOP

DETAIL "C"
1" = 100'

RIVER OAKS LAND PARTNERS, LLC
CALLED 201.375 ACRES
DOC. NO. 2016083415
O.P.R.W.C.

WATSON RANCH,LTD. & BLAIR MORGAN WATSON
(TRACT A – CALLED 95.34 AC)
DOC. NO.'S 2009017881 & 2016107237
O.P.R.W.C.

W H McCULLOUGH SURVEY, ABS-465

J H LEE SURVEY, ABS-835

WM M MANGHAM, ABS

PERMANENT EASEMENT AGREEMENT
PIPELINE EASEMENT
DOC. NO 2017002115

3" PIPE FENCE POST

STUDIED 100-YR FLOODPLAIN (HATCH AREA)

APPROXIMATE ℄ OF CREEK

75' OSSF SETBACK FROM ℄ OF CREEK

"FOREST 1847"

MAG NAIL

MATCHLINE SHEET 3

MATCHLINE SHEET 4

MATCHLINE SHEET 5

8	1.026 AC.	44,702 SQ. FT.	
9	1.013 AC.	44,117 SQ. FT.	
10	1.012 AC.	44,083 SQ. FT.	
11	1.014 AC.	44,171 SQ. FT.	
12	1.038 AC.	45,212 SQ. FT.	
13	1.010 AC.	43,978 SQ. FT.	
14	1.001 AC.	43,615 SQ. FT.	
15	1.000 AC.	43,560 SQ. FT.	
16	1.085 AC.	47,249 SQ. FT.	
17	1.010 AC.	43,986 SQ. FT.	
18	1.016 AC.	44,247 SQ. FT.	
19	1.017 AC.	44,311 SQ. FT.	
20			
21	1.007 AC.	43,874 SQ. FT.	
22	1.015 AC.	44,210 SQ. FT.	
23	1.038 AC.	45,213 SQ. FT.	
24	1.009 AC.	43,970 SQ. FT.	
25	1.013 AC.	44,136 SQ. FT.	
26	1.010 AC.	43,999 SQ. FT.	
27	1.006 AC.	43,817 SQ. FT.	
28	1.006 AC.	43,808 SQ. FT.	
29	1.006 AC.	43,833 SQ. FT.	
30	1.007 AC.	43,864 SQ. FT.	
31	1.064 AC.	46,346 SQ. FT.	
28	1.099 AC.	47,880 SQ. FT.	
4	1.009 AC.	43,935 SQ. FT.	
3	1.006 AC.	43,835 SQ. FT.	
17	1.032 AC.	44,960 SQ. FT.	
18	1.015 AC.	44,194 SQ. FT.	
19	1.159 AC.	50,477 SQ. FT.	
20	1.032 AC.	44,962 SQ. FT.	

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A–468, WILLIAM H. McCULLOUGH SURVEY, A–465, WILLIAM M. MANGHAM SURVEY, A–468 AND THE E, MATHER SURVEY, A–434, IN WILLIAMSON COUNTY, TEXAS.

LEGEND

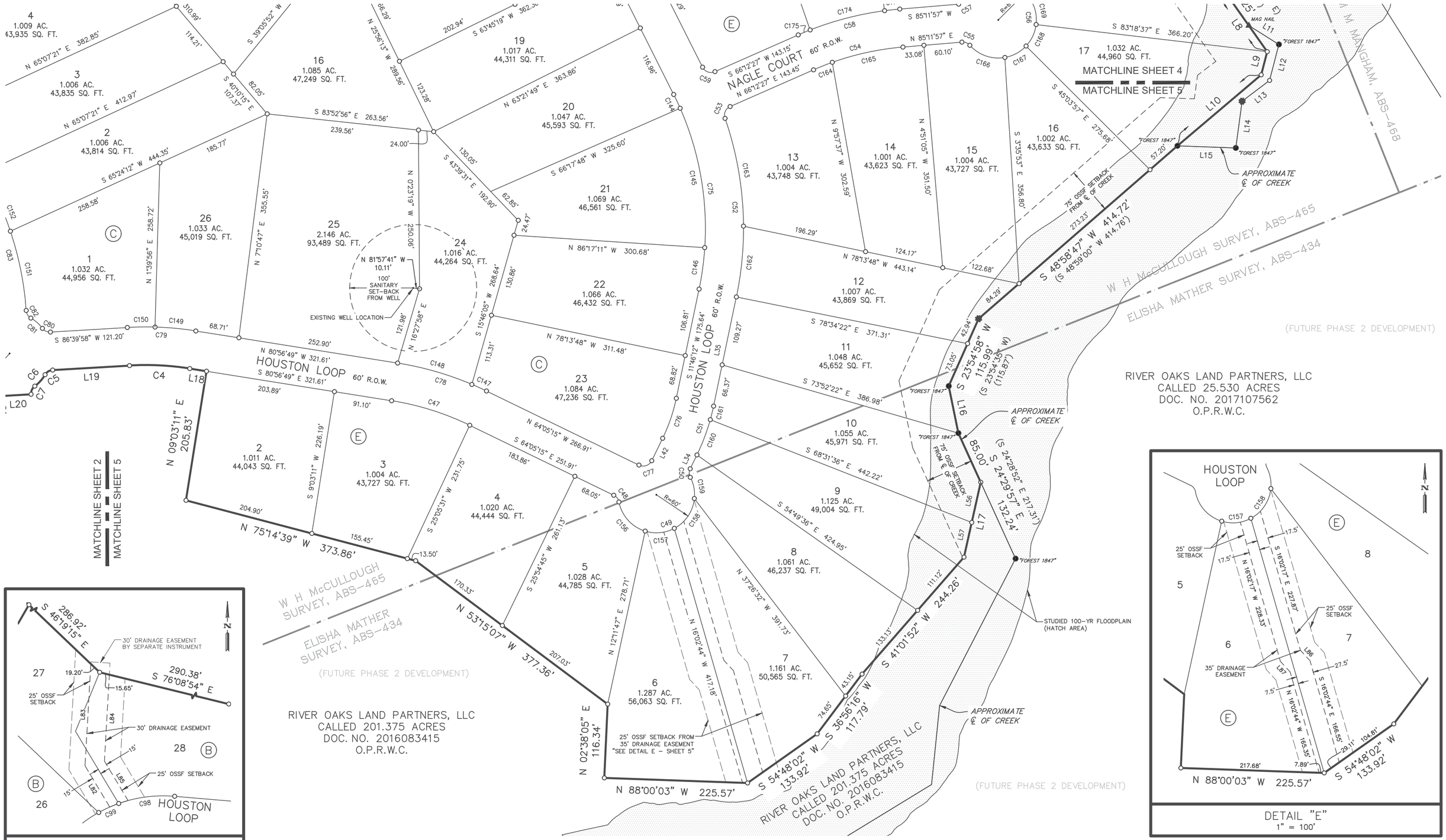
D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
R.O.W.	RIGHT–OF–WAY
( )	RECORD INFORMATION DOC. NO. 2016083415, O.P.R.W.C.
[ ]	RECORD INFORMATION DOC. NO. 2008064005, O.P.R.W.C.
/ /	RECORD INFORMATION DOC. NO. 2009093312, O.P.R.W.C.
< >	RECORD INFORMATION CAB. D, SLD. 307 & CAB. G, SLD. 308, P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
✸	FOUND COTTON GIN SPINDLE
○	SET 1/2" IRON ROD W/"BROWN & GAY" CAP

N

0 100 200 300

BGE, Inc.
7000 North Mopac, Suite 330
Austin, TX 78731
Tel: 512-879-0400 ● www.browngay.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

G:\TKC\Projects\Survey Projects\4495-00 River Oaks\04_Finals\Drawings\Ph 1– Sec 1_Plat\4495-00_PH 1-SEC 1_Plat.dwg, 7/24/2018 10:04 AM, MCorney



DETAIL "D"
1" = 100'

DETAIL "E"
1" = 100'

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM
SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

LEGEND

D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2016083415, O.P.R.W.C.
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"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
✸	FOUND COTTON GIN SPINDLE
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G:\TXC\Projects\Survey Projects\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 1_Plat\4495-00_PH 1-SEC 1_Plat.dwg, 7/24/2018 10:06 AM, MCorney

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DIST.
C1	2486.48'	9°22'02"	406.51'	N 3°24'43" W	406.06'
	(2,485.54')	(9°22'04")	(406.38')	(N 03°24'15" W)	(405.93')
	/2,486.48'/	/9°22'06"/	/406.56'/	/N 03°23'35" W/	/406.10'/
C2	2486.48'	9°31'43"	413.51'	N 21°26'44" E	413.04'
	(2,486.62')	(9°30'10")	(412.42')	(N 21°27'08" E)	(411.95')
	/2,486.48'/	/9°32'04"/	/413.77'/	/N 21°25'41" E/	/413.29'/
C3	689.55'	11°18'24"	136.08'	N 10°29'51" E	135.86'
C4	440.00'	12°23'13"	95.13'	N 87°08'26" W	94.94'
C5	15.00'	55°46'16"	14.60'	S 58°46'50" W	14.03'
C6	65.00'	21°32'32"	24.44'	S 41°39'58" W	24.30'
C7	15.00'	55°46'16"	14.60'	S 24°33'06" W	14.03'
C8	15.00'	55°46'16"	14.60'	S 32°43'47" W	14.03'
C9	65.00'	21°32'32"	24.44'	S 49°50'39" W	24.30'
C10	15.00'	55°46'16"	14.60'	S 66°57'31" W	14.03'
C11	210.00'	49°52'11"	182.78'	S 69°54'33" W	177.07'
C12	330.00'	32°52'23"	189.34'	S 28°32'16" W	186.75'
C13	15.00'	92°10'09"	24.13'	S 58°11'09" W	21.61'
C14	15.00'	53°07'48"	13.91'	N 49°09'53" W	13.42'
C15	60.00'	286°15'37"	299.77'	S 14°16'13" W	72.00'
C16	15.00'	53°07'48"	13.91'	N 77°42'19" E	13.42'
C17	15.00'	87°49'51"	22.99'	S 31°48'51" E	20.81'
C18	530.00'	36°58'44"	342.06'	S 6°23'18" E	336.16'
C19	440.00'	20°50'19"	160.03'	S 14°27'30" E	159.15'
C20	15.00'	56°26'53"	14.78'	S 24°11'07" W	14.19'
C21	65.00'	21°30'52"	24.41'	S 41°39'08" W	24.26'
C22	15.00'	55°46'16"	14.60'	S 58°46'50" W	14.03'
C23	500.00'	23°19'47"	203.59'	S 75°00'04" W	202.19'
C24	15.00'	84°59'14"	22.25'	N 74°10'13" W	20.27'
C25	570.00'	21°31'00"	214.06'	N 20°55'06" W	212.80'
C26	15.00'	53°07'48"	13.91'	N 16°24'19" E	13.42'
C27	60.00'	286°15'37"	299.77'	S 79°50'24" W	72.00'
C28	15.00'	53°07'48"	13.91'	S 36°43'30" E	13.42'
C29	630.00'	21°31'00"	236.59'	S 20°55'06" E	235.20'
C30	15.00'	84°59'14"	22.25'	S 10°49'01" W	20.27'
C31	500.00'	21°37'35"	188.73'	S 42°29'51" W	187.61'
C32	280.00'	39°23'08"	192.47'	S 51°22'38" W	188.71'
C33	500.00'	10°45'57"	93.95'	S 76°27'10" W	93.81'
C34	2486.48'	0°57'03"	41.26'	S 7°37'13" E	41.26'
C35	530.00'	17°10'08"	158.82'	N 73°15'05" E	158.22'
C36	15.00'	85°35'38"	22.41'	S 72°32'10" E	20.38'
C37	270.00'	29°01'15"	136.76'	S 15°13'44" E	135.30'
C38	60.00'	258°27'47"	270.66'	N 50°03'00" E	92.95'
C39	15.00'	78°27'47"	20.54'	N 39°57'00" W	18.97'
C40	330.00'	29°01'15"	167.15'	N 15°13'44" W	165.37'
C41	15.00'	84°56'01"	22.23'	N 12°43'33" E	20.25'
C42	528.50'	23°30'24"	216.83'	N 43°26'15" E	215.31'
C43	440.00'	54°58'54"	422.23'	N 59°10'31" E	406.21'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DIST.
C44	15.00'	55°46'16"	14.60'	S 65°26'54" E	14.03'
C45	65.00'	21°32'32"	24.44'	S 48°20'02" E	24.30'
C46	15.00'	55°46'16"	14.60'	S 31°13'10" E	14.03'
C47	440.00'	16°51'34"	129.47'	S 72°31'02" E	129.00'
C48	15.00'	53°07'48"	13.91'	S 37°31'21" E	13.42'
C49	60.00'	196°15'37"	205.52'	N 70°54'45" E	118.79'
C50	15.00'	53°07'48"	13.91'	N 0°39'09" W	13.42'
C51	330.00'	14°08'33"	81.45'	N 18°50'29" E	81.25'
C52	530.00'	30°49'35"	285.15'	N 3°38'35" W	281.73'
C53	15.00'	85°15'50"	22.32'	N 23°34'32" E	20.32'
C54	440.00'	18°59'30"	145.85'	N 75°42'12" E	145.18'
C55	15.00'	53°07'48"	13.91'	S 68°14'09" E	13.42'
C56	60.00'	286°15'37"	299.77'	N 4°48'03" W	72.00'
C57	15.00'	53°07'48"	13.91'	S 58°38'03" W	13.42'
C58	500.00'	18°59'30"	165.73'	S 75°42'12" W	164.98'
C59	15.00'	87°09'22"	22.82'	N 70°12'52" W	20.68'
C60	530.00'	57°13'04"	529.28'	N 55°14'43" W	507.56'
C61	15.00'	54°35'28"	14.29'	N 56°33'31" W	13.76'
C62	65.00'	21°39'50"	24.58'	N 40°05'42" W	24.43'
C63	15.00'	55°46'16"	14.60'	N 23°02'29" W	14.03'
C64	15.00'	55°46'16"	14.60'	S 57°16'13" E	14.03'
C65	65.00'	111°24'04"	126.38'	S 85°05'07" E	107.39'
C66	15.00'	57°09'47"	14.97'	N 67°47'45" E	14.35'
C67	470.00'	56°59'11"	467.46'	S 55°07'46" E	448.43'
C68	15.00'	90°00'00"	23.56'	S 18°21'49" W	21.21'
C69	330.00'	28°18'29"	163.04'	S 49°12'35" W	161.39'
C70	15.00'	53°07'48"	13.91'	S 61°37'14" W	13.42'
C71	60.00'	286°15'37"	299.77'	S 54°56'40" E	72.00'
C72	15.00'	53°07'48"	13.91'	N 8°29'26" E	13.42'
C73	270.00'	28°18'29"	133.40'	N 49°12'35" E	132.05'
C74	15.00'	90°00'00"	23.56'	S 71°38'11" E	21.21'
C75	470.00'	38°24'23"	315.05'	S 7°25'59" E	309.19'
C76	270.00'	14°08'33"	66.64'	S 18°50'29" W	66.48'
C77	15.00'	90°00'00"	23.56'	S 70°54'45" W	21.21'
C78	500.00'	16°51'34"	147.13'	N 72°31'02" W	146.60'
C79	500.00'	12°23'13"	108.10'	N 87°08'26" W	107.89'
C80	15.00'	55°46'16"	14.60'	N 65°26'54" W	14.03'
C81	65.00'	21°33'56"	24.47'	N 48°20'44" W	24.32'
C82	15.00'	55°12'30"	14.45'	N 31°31'27" W	13.90'
C83	500.00'	20°57'27"	182.89'	N 14°23'56" W	181.87'
C84	470.00'	36°58'44"	303.34'	N 6°23'18" W	298.10'
C85	270.00'	32°52'23"	154.91'	N 28°32'16" E	152.79'
C86	150.00'	49°52'11"	130.56'	N 69°54'33" E	126.48'
C87	270.00'	6°02'08"	28.44'	S 26°43'17" E	28.43'
C88	270.00'	22°59'07"	108.32'	S 12°12'40" E	107.59'
C89	578.50'	18°27'15"	186.33'	N 72°36'32" E	185.52'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DIST.
C90	60.00'	18°48'19"	19.69'	S 10°07'16" E	19.60'
C91	60.00'	46°19'10"	48.51'	S 42°41'00" E	47.20'
C92	60.00'	41°25'11"	43.37'	S 86°33'11" E	42.44'
C93	60.00'	53°05'17"	55.59'	N 46°11'35" E	53.63'
C94	60.00'	98°49'50"	103.50'	N 29°45'58" W	91.13'
C95	330.00'	11°32'59"	66.52'	N 6°29'35" W	66.41'
C96	330.00'	16°00'56"	92.24'	N 20°16'33" W	91.94'
C97	330.00'	1°27'21"	8.38'	N 29°00'41" W	8.38'
C98	210.00'	24°21'10"	89.26'	S 82°40'04" W	88.59'
C99	210.00'	9°26'23"	34.60'	S 65°46'17" W	34.56'
C100	210.00'	16°04'38"	58.93'	S 53°00'47" W	58.73'
C101	330.00'	1°51'27"	10.70'	S 44°02'44" W	10.70'
C102	330.00'	31°00'56"	178.64'	S 27°36'32" W	176.46'
C103	15.00'	12°15'33"	3.21'	N 69°36'00" W	3.20'
C104	15.00'	40°52'16"	10.70'	N 43°02'06" W	10.47'
C105	60.00'	31°23'52"	32.88'	N 38°17'55" W	32.47'
C106	60.00'	79°34'20"	83.33'	S 86°12'59" W	76.79'
C107	60.00'	35°13'18"	36.88'	S 28°49'10" W	36.31'
C108	60.00'	41°48'37"	43.78'	S 9°41'47" E	42.82'
C109	60.00'	98°15'29"	102.90'	S 79°43'51" E	90.74'
C110	15.00'	30°00'10"	7.85'	N 66°08'30" E	7.77'
C111	15.00'	23°07'39"	6.05'	S 87°17'36" E	6.01'
C112	530.00'	5°58'08"	55.21'	S 9°07'00" W	55.19'
C113	530.00'	14°59'17"	138.64'	S 1°21'42" E	138.25'
C114	530.00'	16°01'18"	148.21'	S 16°52'00" E	147.72'
C115	500.00'	3°59'17"	34.80'	S 84°40'19" W	34.79'
C116	500.00'	19°20'31"	168.79'	S 73°00'26" W	167.99'
C117	570.00'	9°35'36"	95.44'	N 26°52'48" W	95.33'
C118	570.00'	11°55'24"	118.62'	N 16°07'18" W	118.40'
C119	15.00'	7°30'16"	1.96'	N 6°24'27" W	1.96'
C120	15.00'	45°37'32"	11.94'	N 20°09'27" E	11.63'
C121	60.00'	100°05'31"	104.82'	N 7°04'32" W	91.99'
C122	60.00'	92°22'06"	96.73'	S 76°41'39" W	86.59'
C123	60.00'	93°48'00"	98.23'	S 16°23'24" E	87.62'
C124	630.00'	2°48'24"	30.86'	S 11°33'47" E	30.86'
C125	630.00'	15°39'10"	172.11'	S 20°47'34" E	171.58'
C126	630.00'	3°03'26"	33.62'	S 30°08'53" E	33.61'
C127	2486.48'	1°09'09"	50.02'	N 6°34'07" W	50.02'
C128	402.50'	10°45'57"	75.63'	N 76°27'10" E	75.52'
C129	2486.48'	7°15'50"	315.23'	N 2°21'37" W	315.02'
C130	2486.48'	4°45'51"	206.76'	N 19°03'49" E	206.70'
C131	2486.48'	4°45'51"	206.76'	N 23°49'40" E	206.70'
C132	470.00'	1°39'35"	13.62'	S 82°47'34" E	13.62'
C133	470.00'	20°17'50"	166.50'	S 71°48'51" E	165.63'
C134	470.00'	35°01'45"	287.35'	S 44°09'04" E	282.89'
C135	330.00'	9°54'57"	57.11'	S 58°24'21" W	57.04'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DIST.
C136	330.00'	18°23'32"	105.93'	S 44°15'06" W	105.48'
C137	60.00'	33°44'22"	35.33'	S 71°18'57" W	34.82'
C138	60.00'	53°15'22"	55.77'	S 27°49'05" W	53.78'
C139	60.00'	52°05'32"	54.55'	S 24°51'22" E	52.69'
C140	60.00'	40°46'52"	42.71'	S 71°17'34" E	41.81'
C141	60.00'	106°23'29"	111.41'	N 35°07'16" E	96.08'
C142	270.00'	14°57'05"	70.46'	N 42°31'53" E	1025.41'
C143	270.00'	13°21'24"	62.94'	N 56°41'07" E	1024.93'
C144	470.00'	2°55'59"	24.06'	S 25°10'12" E	24.06'
C145	470.00'	27°25'01"	224.90'	S 9°59'42" E	222.76'
C146	470.00'	8°03'24"	66.09'	S 7°44'30" W	66.03'
C147	500.00'	2°53'07"	25.18'	N 65°31'48" W	25.18'
C148	500.00'	13°58'27"	121.95'	N 73°57'35" W	121.65'
C149	500.00'	7°23'15"	64.47'	N 84°38'27" W	64.42'
C150	500.00'	4°59'58"	43.63'	S 89°09'57" W	43.61'
C151	500.00'	14°37'22"	127.61'	N 11°13'54" W	127.26'
C152	500.00'	6°20'05"	55.28'	N 21°42'37" W	55.25'
C153	470.00'	9°44'56"	79.97'	N 20°00'11" W	79.87'
C154	470.00'	24°44'51"	203.01'	N 2°45'17" W	201.43'
C155	470.00'	2°28'56"	20.36'	N 10°51'36" E	20.36'
C156	60.00'	61°57'04"	64.88'	S 41°55'59" E	61.76'
C157	60.00'	45°11'14"	47.32'	N 84°29'52" E	46.10'
C158	60.00'	56°11'10"	58.84'	N 33°48'41" E	56.51'
C159	60.00'	32°56'09"	34.49'	N 10°44'59" W	34.02'
C160	330.00'	10°18'53"	59.41'	N 20°45'19" E	59.33'
C161	330.00'	3°49'40"	22.05'	N 13°41'02" E	22.04'
C162	530.00'	12°07'33"	112.17'	N 5°42'26" E	111.96'
C163	530.00'	18°42'03"	172.99'	N 9°42'22" W	172.22'
C164	440.00'	4°07'56"	31.73'	N 68°16'25" E	31.73'
C165	440.00'	14°51'34"	114.11'	N 77°46'10" E	113.79'
C166	60.00'	58°10'53"	60.93'	S 70°45'42" E	58.34'
C167	60.00'	36°48'57"	38.55'	N 61°44'23" E	37.89'
C168	60.00'	36°22'20"	38.09'	N 25°08'44" E	37.45'
C169	60.00'	37°06'58"	38.87'	N 11°35'55" W	38.19'
C170	60.00'	30°09'02"	31.57'	N 45°13'55" W	31.21'
C171	60.00'	40°15'32"	42.16'	N 80°26'11" W	41.30'
C172	60.00'	47°21'54"	49.60'	S 55°45'06" W	48.20'
C173	500.00'	2°44'57"	23.99'	S 83°49'28" W	23.99'
C174	500.00'	13°53'52"	121.28'	S 75°30'03" W	120.98'
C175	500.00'	2°20'41"	20.46'	S 67°22'47" W	20.46'
C176	530.00'	1°32'48"	14.31'	N 27°24'35" W	14.31'
C177	530.00'	9°58'45"	92.31'	N 33°10'22" W	92.19'
C178	530.00'	10°42'34"	99.07'	N 43°31'02" W	98.92'
C179	530.00'	11°46'50"	108.97'	N 54°45'44" W	108.78'
C180	530.00'	13°07'15"	121.37'	N 67°12'46" W	121.11'
C181	530.00'	10°04'51"	93.25'	N 78°48'49" W	93.13'

CULVERT TABLE		
BLOCK	LOT	CULVERT DIAMETER
A	8	18 IN.
A	9	18 IN.
B	6	18 IN.
B	7	18 IN.
B	8	24 IN.
B	9	24 IN.
B	15	18 IN.
B	16	18 IN.
B	17	24 IN.
B	18	24 IN.
B	19	18 IN.
B	20	18 IN.

CULVERT TABLE		
BLOCK	LOT	CULVERT DIAMETER
C	1	18 IN.
C	6	18 IN.
C	7	18 IN.
C	8	30 IN.
C	9	30 IN.
C	10	30 IN.
C	11	24 IN.
C	12	24 IN.
C	13	18 IN.
C	14	18 IN.
C	15	18 IN.
C	16	18 IN.

CULVERT TABLE		
BLOCK	LOT	CULVERT DIAMETER
C	19	18 IN.
C	20	18 IN.
C	21	18 IN.
C	22	18 IN.
C	23	18 IN.
C	24	24 IN.
C	26	18 IN.
E	20	18 IN.
E	21	18 IN.
E	22	18 IN.
E	23	18 IN.

MINIMUM FINISHED FLOOR ELEVATIONS FOR LOTS EFFECTED BY THE 100-YEAR FLOODPLAIN					
BLOCK	LOT	FF ELEVATION	BLOCK	LOT	FF ELEVATION
E	8	990.0'	E	17	982.0'
E	9	988.0'	E	18	979.0'
E	10	988.0'	E	19	975.0'
E	11	987.0'	B	22	992.0'
E	12	986.0'	B	23	990.0'
E	15	985.0'	B	24	987.0'
E	16	984.0'	B	26	982.0'
			B	27	981.0'

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND LOCATED IN THE RICHARD WEST SURVEY, A-468, WILLIAM H. McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM SURVEY, A-468 AND THE E, MATHER SURVEY, A-434, IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
7000 North Mopac, Suite 330
Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

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LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N 26°19'02" E	100.86'
	(N 26°11'43" E)	(100.73')
	/N 26°11'42" E/	/100.73'/
L2	N 34°00'26" E	138.24'
	(N 33°59'55" E)	(138.10')
	/N 34°01'15" E/	/137.98'/
L3	N 23°58'55" W	24.51'
	(N 24°06'58" W)	(24.02')
	/N 23°58'06" W/	/24.47'/
L4	S 82°04'41" E	60.09'
L5	N 4°50'39" E	45.20'
L6	S 32°08'35" E	164.60'
L7	S 3°35'04" W	125.26'
	(S 3°32'17" W)	(125.16')
L8	S 35°08'24" E	123.49'
L9	S 14°31'31" W	37.70'
L10	S 49°40'35" W	172.94'
L11	S 57°52'01" E	55.91'
	(S 57°59'11" E)	(55.91')
L12	S 14°31'31" W	58.52'
	(S 14°32'00" W)	(58.57')
L13	S 52°49'39" W	54.23'
	(S 52°50'08" W)	(54.29')
L14	S 7°43'12" W	74.32'
	(S 7°36'21" W)	(74.54')
L15	N 87°56'12" W	91.93'
	(N 87°39'56" W)	(92.04')
L16	S 11°31'53" E	75.65'
	(S 11°31'28" E)	(75.70')
L17	S 12°38'22" W	120.92'
L18	N 80°56'49" W	26.62'
L19	S 86°39'58" W	121.20'
L20	S 86°39'58" W	60.00'
L21	S 3°20'02" E	16.36'
L22	S 21°48'13" E	91.24'
L23	N 6°43'39" W	95.60'
	(N 06°33'13" W)	(95.90')
L24	S 83°28'13" W	123.29'
	(S 83°17'43" W)	(123.37')
L25	S 4°50'39" W	103.06'
L26	S 44°58'28" W	55.79'
L27	S 12°06'04" W	34.52'
L28	N 10°09'36" W	95.48'
L29	S 10°09'36" E	95.48'
L30	S 81°50'09" W	46.67'
L31	N 81°50'09" E	38.09'
L32	S 29°44'21" E	8.71'
L33	N 29°44'21" W	9.08'
L34	N 25°54'45" E	24.30'
L35	N 11°46'12" E	175.64'
L36	N 4°50'39" E	99.83'

LINE DATA		
NUMBER	BEARING	DISTANCE
L37	S 26°38'11" E	36.97'
L38	S 63°21'49" W	78.70'
L39	S 35°03'20" W	52.50'
L40	N 35°03'20" E	52.50'
L41	N 63°21'49" E	78.70'
L42	S 25°54'45" W	39.30'
L43	N 44°58'28" E	55.79'
L44	N 81°50'09" E	42.15'
L45	N 15°11'07" E	86.96'
L46	S 59°23'54" W	54.64'
L47	S 60°10'24" W	95.94'
L48	S 60°10'24" W	95.33'
L49	N 71°04'12" E	26.94'
L50	S 18°55'48" E	50.00'
L51	S 71°04'12" W	30.00'
L52	S 71°04'12" W	30.00'
L53	N 18°55'48" W	50.00'
L54	N 71°04'12" E	43.15'
L55	N 81°50'09" E	49.75'
L56	S 12°38'22" W	65.01'
L57	S 12°38'22" W	55.92'
L58	S 2°56'08" W	24.35'
L59	S 8°45'11" E	68.44'
L60	S 10°18'39" W	101.01'
L61	S 24°16'12" E	76.70'
L62	S 65°43'48" W	30.00'
L63	N 24°16'12" W	80.94'
L64	N 10°18'39" E	100.31'
L65	N 8°45'11" W	61.68'
L66	N 2°56'08" E	16.85'
L67	S 26°23'08" E	20.64'
L68	S 65°30'00" W	84.50'
L69	S 44°58'28" W	42.29'
L70	S 79°39'30" W	30.00'
L71	N 85°26'37" E	145.72'
L72	N 76°51'16" W	9.64'
L73	S 82°54'11" W	30.00'
L74	N 7°05'49" W	40.20'
L75	N 30°46'11" E	90.72'
L76	S 89°17'42" E	174.67'
L77	S 32°08'35" E	26.52'
L78	S 32°08'35" E	138.07'
L79	N 83°18'47" W	30.24'
L80	S 77°22'41" W	120.48'
L81	S 30°46'11" W	83.48'
L82	N 30°53'05" W	75.67'
L83	N 3°14'48" E	160.79'
L84	S 3°14'48" W	136.24'
L85	S 30°53'05" E	72.52'
L86	S 42°44'57" E	22.32'
L87	N 42°44'57" W	22.32'

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND LOCATED IN THE RICHARD WEST SURVEY, A–468, WILLIAM H. McCULLOUGH SURVEY, A–465, WILLIAM M. MANGHAM SURVEY, A–468 AND THE E, MATHER SURVEY, A–434, IN WILLIAMSON COUNTY, TEXAS.

METES & BOUNDS DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE RICHARD WEST SURVEY, ABSTRACT NO. 468, WILLIAM H. McCULLOUGH SURVEY, ABSTRACT NO. 465, WILLIAM M. MANGHAM SURVEY, ABSTRACT NO. 468 AND E. MATHER SURVEY, ABSTRACT NO. 434, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 201.375 ACRE TRACT OF LAND AS CONVEYED TO RIVER OAKS LAND PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2016083415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found on the east right–of–way line of County Road 214, as conveyed to Williamson County by Special Warranty Deed recorded in Document No. 2009093312 of the Official Public Records of Williamson County, Texas, at the northwest corner of Las Tres Marias Cemetery (recording info unknown), at the most westerly southwest corner of the above described River Oaks Land Partners 201.375–acre tract, for the most westerly southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the east right–of–way line of said County Road 214 and the west line of said River Oaks Land Partners 201.375–acre tract, N 08°02'54" W a distance of 727.29 feet to a ½" iron rod found with cap stamped "CS Ltd." at a point of curvature of a curve to the right;

THENCE, continuing with the east right–of–way line of said County Road 214 and the west line of said River Oaks Land Partners 201.375–acre tract, along a curve to the right an arc distance of 406.51 feet, having a radius of 2,486.48 feet, a central angle of 09°22'02" and a chord which bears N 03°24'43" W a distance of 406.06 feet to a ½" iron rod found on the south line of a 3.18–acre tract as conveyed to Williamson County by instrument recorded in Volume 629, Page 362 of the Deed Records of Williamson County, Texas;

THENCE, with the south line of said Williamson County 3.18–acre tract, N 68°17'59" E a distance of 320.03 feet to a ½" iron rod found with cap stamped "Forest 1847" at the southeast corner of said Williamson County 3.18–acre tract, at an interior corner of said River Oaks Land Partners 201.375–acre tract, for an interior corner of the herein described tract;

THENCE, with the east line of said Williamson County 3.18–acre tract, N 19°46'37" W, pass a ½" iron rod found with cap stamped "Forest 1847" at a distance of 490.04 feet, and continuing on for a total distance of 572.39 feet to a ½" iron rod found with cap stamped "CS Ltd." on the east right–of–way line of said County Road 214 (as referenced in Doc. No. 2009093312), at an exterior corner of said River Oaks Land Partners 201.375–acre tract, for an exterior corner of the herein described tract;

THENCE, with the east right–of–way line of said County Road 214 (as referenced in Doc. No. 2009093312) and the west line of said River Oaks Land Partners 201.375–acre tract the following five (5) courses:

1) Along a curve to the right an arc distance of 413.51 feet, having a radius of 2486.48 feet, a central angle of 09°31'43" and a chord which bears N 21°26'44" E a distance of 413.04 feet to a ½" iron rod found with cap stamped "CS Ltd." for corner;

2) N 26°19'02" E a distance of 100.86 feet to a ½" iron rod found with cap stamped "CS Ltd." for an angle point;

3) N 34°00'26" E a distance of 138.24 feet to a ½" iron rod set with cap stamped "Brown and Gay" at an angle point;

4) N 23°58'55" W a distance of 24.51 feet to a ½" iron rod found with cap stamped "CS Ltd." at an angle point; and

5) N 26°11'04" E a distance of 208.44 feet to a ½" iron rod set with cap stamped "Brown and Gay" for the westerly northwest corner of the herein described tract, from which a ½" iron rod found with cap stamped "CS Ltd." found on the east right–of–way line of said County Road 214 (as referenced in Doc. No. 2009093312) and the west line of said River Oaks Land Partners 201.375–acre tract bears N 26°11'04" E a distance of 1,197.65 feet;

THENCE, leaving the east right–of–way line of said County Road 214, crossing over and across said River Oaks Land Partners 201.375–acre tract, N 70°35'57" E a distance of 170.78 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE N 58°00'01" E a distance of 199.25 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE N 27°00'33" E a distance of 158.05 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE N 30°02'13" E a distance of 122.22 feet to a ½" iron rod set with cap stamped "Brown and Gay" for the most northerly corner of the herein described tract;

THENCE S 46°19'15" E a distance of 286.92 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an interior corner of the herein described tract;

THENCE S 76°08'54" E a distance of 290.38 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an interior corner of the herein described tract;

THENCE S 82°04'41" E a distance of 60.09 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an interior corner of the herein described tract;

THENCE N 04°50'39" E a distance of 45.20 feet to a ½" iron rod set with cap stamped "Brown and Gay" at a point of curvature of a curve to the right;

THENCE, along said curve to the right an arc distance of 136.08 feet, having a radius of 689.55 feet, a central angle of 11°18'24" and chord which bears N 10°29'51" E a distance of 135.86 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an outside corner of the herein described tract;

THENCE S 69°33'30" E a distance of 509.26 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 51°16'28" E a distance of 257.43 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 19°34'58" E a distance of 428.33 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an inside corner of the herein described tract;

THENCE S 74°30'47" E a distance of 235.33 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE N 77°22'41" E a distance of 442.75 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an exterior corner of the herein described tract;

THENCE S 32°08'35" E a distance of 164.60 feet to a ½" iron rod set with cap stamped "Brown and Gay" on the easterly line of said River Oaks Land Partners 201.375–acre tract, on the westerly line of a called 25.530–acre tractof land as conveyed to River Oaks Land Partners, LLC, by special warranty deed recorded in Document No. 2017107562 of the Official Public Records of Williamson County Texas, for an exterior corner of the herein described tract, from which a ½" iron rod found with cap stamped "Forest 1847" at the southeast corner of said River Oaks Land Partners 201.375–acre tract, at the most northerly corner of said River Oaks Land Partners 25.530–acre tract and on the west line of a 95.34–acre tract of land as conveyed to Watson Ranch, Ltd. by general warranty deed recorded in Document No. 2009017881 of the Official Public Records of Williamson County, Texas, bears N 43°37'30" E a distance of 51.58 feet;

THENCE, with an easterly line of said River Oaks Land Partners 201.375–acre tract and a westerly line of said River Oaks Land Partners 25.530–acre tract, the following three (3) courses:

1) S 43°37'30" W a distance of 78.96 feet to a cotton gin spindle found for an angle point;

2) S 03°35'04" W a distance of 125.26 feet to a cotton gin spindle found for an angle point;

3) S 35°08'24" E a distance of 73.25 feet to a mag nail found for an angle point, from which a ½" iron rod found with cap stamped "Forest 1847" on the easterly line of said River Oaks Land Partners 201.375–acre tract bears, S 57°52'01" E a distance of 55.91 feet; and

THENCE, leaving the easterly line of said River Oaks Land Partners 201.375–acre tract and the westerly line of said River Oaks Land Partners 25.530–acre tract, crossing over and across said River Oaks Land Partners 201.375–acre tract, S 35°08'24" E a distance of 50.24 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point;

THENCE, continuing over and across said River Oaks Land Partners 201.375–acre tract, S 14°31'31" W a distance of 37.70 feet to a to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point;

THENCE, continuing over and across said River Oaks Land Partners 201.375–acre tract, S 49°40'35" W a distance of 172.94 feet to a ½" iron rod found with cap stamped "Forest 1847" on the easterly line of said River Oaks Land Partners 201.375–acre tract and the westerly line of said River Oaks Land Partners 25.530–acre tract;

THENCE, with the easterly line of said River Oaks Land Partners 201.375–acre tract and the westerly line of said River Oaks Land Partners 25.530–acre tract, the following four (4) courses:

1) S 48°58'47" W a distance of 414.72 feet to a cotton gin spindle found for an angle point;

2) S 23°54'58" W a distance of 115.99 feet to a ½" iron rod found with cap stamped "Forest 1847" for an angle point;

3) S 11°31'53" E a distance of 75.65 feet to a ½" iron rod found with cap stamped "Forest 1847" for an angle point;

4) S 24°29'57" E a distance of 85.00 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract, from which a ½" iron rod found with cap stamped "Forest 1847" on the easterly line of said River Oaks Land Partners 201.375–acre tract, and the westerly line of said River Oaks Land Partners 25.530–acre tract, bears S 24°29'57" E a distance of 132.24 feet; and

THENCE, leaving the westerly line of said River Oaks Land Partners 25.530–acre tract, crossing over and across said River Oaks Land Partners 201.375–acre tract, S 12°38'22" W a distance of 120.92 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 41°01'52" W a distance of 244.26 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 36°56'16" W a distance of 117.79 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 54°48'02" W a distance of 133.92 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE N 88°00'03" W a distance of 225.57 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an outside corner of the herein described tract;

THENCE N 02°38'05" E a distance of 116.34 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an inside corner of the herein described tract;

THENCE N 53°15'07" W a distance of 377.36 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE N 75°14'39" W a distance of 373.86 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an outside corner of the herein described tract;

THENCE N 09°03'11" E a distance of 205.83 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an inside corner of the herein described tract;

THENCE N 80°56'49" W a distance of 26.62 feet to a ½" iron rod set with cap stamped "Brown and Gay" at a point of curvature of a curve to the left;

THENCE, along said curve to the left an arc distance of 95.13 feet, having a radius of 440.00 feet, a central angle of 12°23'13", and a chord which bears N 87°08'26" W a distance of 94.94 feet to a ½" iron rod set with cap stamped "Brown and Gay" for corner;

THENCE S 86°39'58" W a distance of 121.20 feet to a ½" iron rod set with cap stamped "Brown and Gay" at a point of curvature of a curve to the left;

THENCE, along said curve to the left an arc distance of 14.60 feet, having a radius of 15.00 feet, a central angle of 55°46'16", and a chord which bears S 58°46'50" W a distance of 14.03 feet to a ½" iron rod set with cap stamped "Brown and Gay" at a point of reverse curvature;

THENCE, along said curve to the right an arc length of 24.44 feet, having a radius of 65.00 feet, a central angle of 21°32'32", and a chord which bears S 41°39'58" W a distance of 24.30 feet to a ½" iron rod set with cap stamped "Brown and Gay" at a point of reverse curvature;

THENCE, along said curve to the left an arc distance of 14.60 feet, having a radius of 15.00 feet, a central angle of 55°46'16", and a chord which bears S 24°33'06" W a distance of 14.03 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an outside corner of the herein described tract;

THENCE S 86°39'58" W a distance of 60.00 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an inside corner of the herein described tract;

THENCE S 03°20'02" E a distance of 16.36 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an outside corner of the herein described tract;

THENCE S 86°39'58" W a distance of 185.93 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 75°07'05" W a distance of 155.15 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an interior corner of the herein described tract;

THENCE S 25°42'03" W a distance of 321.02 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 21°48'13" E a distance of 91.24 feet to a ½" iron rod set with cap stamped "Brown and Gay" for an angle point of the herein described tract;

THENCE S 00°53'06" W a distance of 834.85 feet to a ½" iron rod set with cap stamped "Brown and Gay" on the south line of said River Oaks Land Partners 201.375–acre tract, on the north line of Lot 2, Block "A", Rolling Hills, Unit 2, a subdivision as recorded in Cabinet G, Page 308 of the Plat Records of Williamson County, Texas, for the most southerly southeast corner of the herein described tract;

THENCE, with the south line of said River Oaks Land Partners 201.375–acre tract, N 82°44'16" W a distance of 131.76 feet to a 5/8" iron rod found at the common north corner of Lots 1 and 2, Block "A" of said Rolling Hills, Unit 2, for an angle point of the herein described tract;

THENCE S 79°52'59" W a distance of 230.96 feet to a 1/2" iron rod found on the east line of said Las Tres Marias Cemetery, at the northwest corner of said Lot 1, Block "A" of said Rolling Hills Unit 2, at the most southerly southwest corner of said River Oaks Land Partners 201.375–acre tract, for the most southerly southwest corner of the herein described tract;

THENCE, with the east line of said Las Tres Marias Cemetery, N 06°43'39" W a distance of 95.60 feet to a ½" iron rod found with cap stamped "Meador" at the northeast corner of said cemetery, at an interior corner of said River Oaks Land Partners 201.375–acre tract, for an interior corner of the herein described tract;

THENCE, with the north line of said Las Tres Marias Cemetery, and a south line of said River Oaks Land Partners 201.375–acre tract, S 83°28'13" W a distance of 123.29 feet to the POINT OF BEGINNING and containing 110.984 acres (4,834,450 square feet) of land, more or less.

BGE, Inc.
7000 North Mopac, Suite 330
Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\4495-00 River Oaks\04_Finals\Drawings\Ph 1– Sec 1_Plat\4495-00_Pt 1-SEC 1_Plat.dwg, 7/24/2018 10:08 AM, MCarney

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

THAT RIVER OAKS LAND PARTNERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH WRR INTERESTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, IT'S MANAGER, BY RANDY ROLLO, MANAGER, OWNER OF A 201.375-ACRE TRACT OF LAND OUT OF THE RICHARD WEST SURVEY, ABSTRACT 468, JAMES HACKETT SURVEY, ABSTRACT 312, WILLIAM H. McCULLOUGH SURVEY, ABSTRACT 465, WILLIAM M. MANGHAM SURVEY, ABSTRACT 468 AND THE E. MATHER SURVEY, ABSTRACT 434, SITUATED IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2016083415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 110.984 ACRES OF LAND, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS ESTATES AT NORTHGATE PHASE 1, SECTION 1 AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16 DAY OF July, 2018, A.D.

RIVER OAKS LAND PARTNERS, LLC, A TEXAS LIMITED LIABILITY COMPANY
11402 HARE TRAIL
AUSTIN, TX 78726

BY: WRR INTERESTS, LLC, A TEXAS LIMITED LIABILITY COMPANY
IT'S MANAGER

Randy Rollo
RANDY ROLLO, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Gary W Gibbs
NOTARY PUBLIC, STATE OF TEXAS

GARY W. GIBBS
Notary Public, State of Texas
Comm. Expires 12-11-2019
Notary ID 10906237

GARY W. GIBBS
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 12/11/2019

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

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48491C0250E DATED SEPTEMBER 26, 2008.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100-YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

I, RICHARD L. RYCHLIK, JR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Richard Rychlik
RICHARD L. RYCHLIK, JR, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BGE, INC.
7000 N. MOPAC EXPRESSWAY, SUITE 330
AUSTIN, TEXAS 78731

7/12/18
DATE

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED
PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION.

Jon O. Nobles
JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
7000 N. MOPAC EXPRESSWAY, SUITE 330
AUSTIN, TEXAS 78731

7/12/2018
DATE

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 1

A SUBDIVISION OF 110.984 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H. McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM SURVEY, A-468 AND THE E, MATHER SURVEY, A-434, IN WILLIAMSON COUNTY, TEXAS.

NOTES CONTINUED:

5. WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES 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.
6. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF THE INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET WHICHEVER IS LESS.
7. A 50 FOOT BUILDING SETBACK ALONG COUNTY ROAD 214 IS HEREBY DEDICATED.
8. A 25 FOOT BUILDING SETBACK ALONG ALL RIGHT-OF-WAYS IS HEREBY DEDICATED.
9. A 15 FOOT PUBLIC UTILITY EASEMENT ALONG ALL RIGHT-OF-WAYS IS HEREBY DEDICATED.
10. LOT 25, BLOCK C SHALL HAVE A MAXIMUM IMPERVIOUS COVER OF 18,284 SQUARE FEET. ALL OTHER SINGLE FAMILY LOTS SHALL HAVE A MAXIMUM IMPERVIOUS COVER OF 7,424 SQUARE FEET.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
12. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
13. DRIVEWAYS FOR LOTS ABUTTING CR 214 SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT DIRECTLY TO CR 214.
14. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
15. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION [EXCEPT FOR LOTS 22 -27 , BLOCK B, AND 8-12, 15-19, BLOCK E]. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA. A DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 22 -27 , BLOCK B, AND 8-12, 15-19, BLOCK E PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.
16. 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 ID HIGHER.
17. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY FRANCISCO A, ARCE, PROJECT NO. 4678-00, DATED MARCH, 2017.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 16th DAY OF July, 2018 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

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 PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. Terron Evertson
J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

7/26/18
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 DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

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

DAN A, GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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 THIS THE _____ DAY OF _____, 2018 A.D., AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

DEPUTY

BGE, Inc.
7000 North Mopac, Suite 330
Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

G:\TKC\Projects\Survey Projects\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 1_Plat\4495-00_PH 1-SEC 1_Plat.dwg, 7/12/2018 8:00 AM, MCorney

Commissioners Court - Regular Session **27.**

Meeting Date: 07/31/2018

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 10:37 AM
Final Approval Date: 06/05/2018		

Commissioners Court - Regular Session **28.**

Meeting Date: 07/31/2018

Dunaway Associates WA1 Cave at Cambria Drive

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 on Work Authorization No 1 in the amount of $76,000 to expire September 30, 2019 under Williamson County Contract for Engineering Services between Dunaway Associates, LP a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC and Williamson County dated March 6, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway Associates WA1 Cave at Cambria Drive

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2018 04:33 PM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:44 AM
Form Started By: Vicky Edwards		Started On: 07/17/2018 02:40 PM
Final Approval Date: 07/26/2018		

WORK AUTHORIZATION NO. 1

PROJECT: Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 20, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$76,000.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2019**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2018 .

ENGINEER:

Dunaway Associates, L.P.

By: Eddie Bogard
Signature

Eddie Bogard, PE
Printed Name

Engagement Manager
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

ENGINEERING SERVICES

Project Understanding and Approach

The Scope of Work consists of civil infrastructure repair, structural analysis and mitigation of an undocumented karst feature (void) discovered on 2/7/2018 on Cambrai Drive in Round Rock, Texas. The void is located beneath existing Cambria Dr. and the residential lots extending from the southeast corner of Ephraim Rd. and Cambria Dr. Due to the location and geometry of the void, utility line restraints, and apparent concerns related to public safety; adequate measures shall be taken to structurally mitigate the void within the County ROW, repair the existing roadway, and restore the utility lines to their original condition.

The Project approach follows the task items listed below in the detailed Scope of Work. In addition to the tasks listed herein, Engineer will coordinate the following subconsultants' work on behalf of Williamson County:

- Geotechnical Investigation to obtain in-situ soil/rock material properties
- Surface Elevation Survey to map topography within the roadway and determine cave roof thicknesses in relation to the geological void description and profiles.

DETAILED SCOPE OF WORK

1. Site Investigation and Stabilization Plan – Engineer will conduct site visits to document the as-is conditions, research the appropriate regulatory approval agency requirements and prepare a site stabilization plan to the County. This exhibit will show an overlay of the extents of the void on an aerial map (as provided in the geologist's report), utility information, extents of demolition to the void opening, and procedure to stabilize and secure the void opening and adjacent areas.

2. Topographical and Right of Way Survey - topographic and right-of-way survey encompassing Ephraim Road and Cambria Drive. Locate and take elevation shots of karst entrance area.

3. Geotechnical Subsurface Exploration –
   a. Perform a subsurface exploration to core the underlying limestone rock
   b. Obtain rock recovery and rock quality designation (RQD) information
   c. Perform unconfined compressive strength testing on five (5) rock cores to 30feet depth collected during the drilling.

4. Coordination with Approval Agencies (Hourly) – Engineer will participate in meetings and conferences to discuss the approach and development of mitigation procedures for the void. Engineer will coordinate with the following agencies:

- Williamson County
- Texas Commission on Environmental Quality (TCEQ)
- Brushy Creek Municipal Utility District (BCMUD)
- Geotechnical Engineering Company
- Licensed Surveyor
- Franchise Utility Companies

In addition, Engineer will respond to comments and requests. Engineer has included the time to make any and all necessary revisions to design plans per regulatory agency code and regulations. Engineer will perform site visits as requested.

5. Construction Documents – Public Improvements – Engineer will prepare construction documents for the public infrastructure repair and structural mitigation procedures for this project. The anticipated repairs consist of the following:
    a. Replacement of the damaged water line, gas line and storm sewer inlet in Cambria Dr. where the void ceiling collapsed.
    b. Reconstruction of the roadway, curb and sidewalk improvements in the County ROW.
    c. Structural mitigation plans, details and procedures to properly close off and seal the void in the County ROW and in accordance with TCEQ requirements.

    These construction documents will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas and will be processed with Williamson County for approval and construction. A set of engineering specifications will accompany the construction drawings. A tentative list of drawings required to meet the objectives of this Project are as follows:

    Cover Sheet
    General Notes
    Existing Site Civil Plan w/ Erosion Control Facilities & Details
    Final Site Civil Plan
    Structural Mitigation Plan
    Utility Details
    Miscellaneous Details

6. Project Management and Construction Administration Services (Hourly) – Engineer will provide the following services as necessary:
    a. Submit bid documents and specifications to prequalified contractors (invited by Williamson County) to bid construction documents. Engineer will help manage the procurement of bids and present to Williamson County for selection and approval.
    b. Review and respond on the County's behalf for site plan submittals related to elements of the design for which Engineer is responsible.
    c. Review and respond to written Requests for Information from the County's contractor regarding elements of the design for which Engineer is responsible.
    d. Make site visits, as required, during construction to monitor the progress of construction in accordance with the approved plans and specifications.

Only those services specifically mentioned in the Scope of Work above shall be provided by Engineer.

ADDITIONAL SERVICES (not included in the Scope of Work)

The following is a list of services not included in the Scope of Work. If the County determines any of these services are necessary to the Project, Engineer and County shall execute a contract modification setting out a description of the Additional Services, fees for such services and a schedule for performing the Additional Services.

1. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Engineer will show the conduit for each of these on our drawings provided that the size, number and material for each conduit is provided to Engineer by the utility company.
2. Redesign efforts related to site plan changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.
3. Surveying services such as boundary, tree, and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the Scope of Work.
4. Soil Investigation/Laboratory Testing – Engineer recommends that the County retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
5. Construction testing services are not included; however, Engineer recommends that the County retain a geotechnical engineering consultant to provide construction testing services.
6. Sanitary sewer design and maintenance services will not be included in the Scope of Services.
7. All civil work within the Scope of Work is limited to the public Right-of-Way.
8. Water profile design is not included in the Scope of Services.
9. Traffic control plan and details will not be included as part of this Project's Scope of Work.
10. Additional karst features beyond geologic study dated: February 19, 2018.
11. Contract amendments by contractor are not included in the Scope of Work.

Attachment C

Work Schedule

Final written work products shall be due 90 days after field investigations are complete.

Attachment D - Fee Schedule

2018 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	$ 85.00 - $154.00
Department Directors	$145.00 - $286.00
Information Systems	$ 95.00 - $105.00
Marketing/Business Development	$105.00 - $149.00
Financial	$120.00 - $275.00
Civil Technician	$ 87.00 - $132.00
Civil Designer	$115.00 - $143.00
Graduate Engineer	$115.00 - $132.00
Project Engineer	$135.00 - $176.00
Assistant Project Manager	$140.00 - $154.00
Project Manager	$155.00 - $204.00
Field Manager/Chief of Parties	$120.00 - $176.00
Survey Project Manager	$135.00 - $187.00
Senior Project Surveyor	$150.00 - $165.00
Survey Party Chief	$120.00 - $149.00
Survey Technician	$ 90.00 - $121.00
Survey Field Assistant	$ 60.00 - $ 66.00
GIS	$ 95.00 - $171.00
PLA Technician	$ 80.00 - $116.00
Sr. Land Planner	$185.00 - $204.00
Graduate Landscape Architect	$ 95.00 - $105.00
Landscape Architect	$110.00 - $209.00
Planner	$100.00 - $149.00
Construction Administrator	$125.00 - $138.00
Environmental Scientist	$105.00 - $154.00
Intern	$ 75.00 - $ 83.00
Senior Technical Expert	$190.00 - $209.00
Principal	$190.00 - $315.00
President	$500.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **29.**

Meeting Date: 07/31/2018

Dunaway Associates Contract Amendment No 1

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 on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway Associates Contract Amendment No 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/25/2018 04:33 PM
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:44 AM
Form Started By: Vicky Edwards		Started On: 07/23/2018 02:16 PM
Final Approval Date: 07/26/2018		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock , Texas ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC** (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 **March 20, 2018** (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 **$65,670.00** and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $65,670.00 to $76,000.00.

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

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

ENGINEER:

By: Eddie Bogard
Signature

Eddie Bogard
Printed Name

Engagement Manager
Title

7/19/18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Commissioners Court - Regular Session **30.**

Meeting Date: 07/31/2018

Rescind Vote on Agenda Item for Cambria Cavern Change Order

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 rescind the vote on Agenda Item No. 29 of the July 17, 2018 Regular Session of the Williamson County Commissioners Court whereby the Commissioners Court approved Change Order No. 1 for a credit in the amount of $8,830.00 for the Mitigation for Cambria Cavern.

Background

Williamson County has recently acquired a subterranean easement, at no cost, that will help facilitate a different solution than that of change order #1, as part of the Cambria Cave mitigation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rescind Vote on Agenda Item for Cambria Cavern Change Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Infrastructure Department (Originator)	Wendy Coco	07/27/2018 11:42 AM
Form Started By: Vicky Edwards		Started On: 07/23/2018 10:23 AM
Final Approval Date: 07/27/2018		

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Rescind

Change Order No. 1

Date of Issuance: July 17, 2018
Effective Date: July 23, 2018

Owner: Williamson County
Owner's Contract No.:

Contractor: Chasco Constructors, LTD, LLP
Contractor's Project No.:

Engineer: Dunaway Associates, LP
Engineer's Project No.: B004339.001

Project: Mitigation for Cambria Cavern, Cambria Drive and Ephraim Road, Williamson County, TX
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Reducing the volume of concrete fill underneath the Cambria Cave to within the Right-of-Way, eliminating the proposed gravel base, and replacing the basket construction lifts with a concrete wall.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 530,425.00	Original Contract Times: Substantial Completion: October 21, 2018 Ready for Final Payment: October 31, 2018 dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $ N / A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 530,425.00	Contract Times prior to this Change Order: Substantial Completion: October 21, 2018 Ready for Final Payment: October 31, 2018 dates
Decrease of this Change Order: $ 8,830.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 521,595.00	Contract Times with all approved Change Orders: Substantial Completion: October 21, 2018 Ready for Final Payment: October 31, 2018 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Eddie Boyd	By:	By: Cory Westfall
Engineer (if required)	(Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engagement Manager	Title	Title Senior Project Manager
Date: July 12, 2018	Date	Date July 11, 2018

Approved by Funding Agency (if applicable)

By: Date:
Title:

Mitigation for Cambria Cabern, Cambria Drive and Ephraim Road, Williamson County, TX
Structural Improvements
Dunaway Project No: B004339.001
Change Order No. 1
Contractor Price Proposal

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
14	Deduct Structural Support System	-240	LF	$ 240	$ (57,600)
15	Deduct Concrete Fill	-96	CY	$ 205	$ (19,680)
16	Deduct 3" to 5" Dia. Gravel	-48	CY	$ 175	$ (8,400)
17	Deduct 1" Dia. Gravel	-20	CY	$ 140	$ (2,800)
CO.1.1	Revised Structural Support System	45	LF	$ 1,770	$ 79,650

Total:	**$ (8,830)**

Commissioners Court - Regular Session **31.**

Meeting Date: 07/31/2018

Jail Roof Improvements - Change Directives 1 & 2

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 Construction Change Directives Nos. 1 & 2 relating to the Agreement for Construction Services between Williamson County and L. Wallace Construction Co, Inc., being dated effective March 23, 2018, for Roof Reconstruction/Improvements for the Williamson County Jail (These Change Directives are being funded by 0100.1008.5300).

Background

Construction Change Directives No. 1's scope is generally described as waterproofing concrete surfaces of North and South Rec Yards and re-caulking of joints, windows, door openings and penetrations through brick of North and South Rec Yards. Construction Change Directives No. 1 will increase the Contract Price by an additional $74,200.00 and increase the contract time by an additional 30 days.

Construction Change Directives No. 2's scope is generally described as brick removal and through-wall flashing at Low Roof to the South Wall. Construction Change Directive No. 2 will increase the Contract Price by an additional $14,123.00 and increase the contract time by an additional 30 days.

Construction Change Directives Nos. 1 & 2 will together increase the original total Contract Price from $894,116.00 to $982,439.00 (an additional $88,323.00) and they will increase the number of days for Substantial and Final Completion by 60 days.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Directive 1

Change Directive 2

Original Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 11:05 AM
Form Started By: Gina Wrehsnig		Started On: 07/26/2018 10:37 AM
Final Approval Date: 07/26/2018		

CONSTRUCTION CHANGE DIRECTIVE

Project: Roof Improvements - 2018 Williamson County Jail and Sheriff's Office

Contractor: L Wallace Construction Co., Inc.

Directive Number: 01

Date: July 17, 2018

Project Number: 1712-207

Contract for: Roof Improvements – 2018 Wilco Jail and Sheriff's Office

Contract Date:

This document becomes immediately effective when signed by the Owner and Consultant and received by the Contractor. You are hereby directed to execute promptly this Change Directive, which interprets the Contract Documents, and make the following change(s) in this Contract.

Description of Proposed Change Item(s):

Provide labor and material breakdown pricing for the following scope of work:

1. Waterproof Concrete Surface of North and South Rec Yards:
   a. Clean, prepare concrete, install sealant, and apply a slip resistant waterproof coating to concrete deck in accordance with the Contract Documents and Specifications Section 071800.

2. Re-caulk Control Joints, Window and Door Openings, and Penetrations thru Brick of North and South Rec Yard Walls:
   a. Remove existing sealants, clean, prime joints, and install new backer-rod and sealant in accordance with the ContractDocuments and Specifications Section 079200.
   b. Remove mortar from glass block and prep joints to manufacturer's recommendations, accept new sealant, and install new silicone sealant.

Proposed Adjustments:

1. The basis for the adjustment in Contract Amount is:

__ Lump sum (increase) or (decrease) in the amount of $ 74,200.00
__ Unit price in the amount of $ _____ per _____
__ Other _____ $ _____

2. Contract Time is to be (increased) (decreased) (remain unchanged). The proposed change is (an increase of 30 days) (a decrease of _____ days).

	Owner	Consultant	Contractor
Address 1	Williamson County	Jim Whitten	L Wallace Construction
Address 2	3101 SE Inner Loop Road	PO Box 200925	14220 South Meridian Ave.
City, state, ZIP	Georgetown, TX 78626	Austin, TX 78720	Oklahoma City, OK 73173
Signature (1)			Phillip L. Wallace
Date			7-18-18

(1) The signature of the Contractor indicates agreement with the proposed adjustments in Contract Amount and Contract Time.

Copies: __ Owner __ A/E __Contractor __Consultant

SECTION 071800 – TRAFFIC COATINGS, PEDESTRIAN TRAFFIC

PART 1 - GENERAL

1.1 SECTION INCLUDES

1. Polyurethane methacrylate traffic coatings for pedestrian traffic applications.

1.2 RELATED REQUIREMENTS

1. Section 079200 "Joint Sealants" for joint sealants and accessories and joint preparation.

1.3 REFERENCES

A. References, General: Versions of the following standards current as of the date of issue of the project apply to the Work of this Section.

B. ASTM International (ASTM): www.astm.org:

1. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants
2. ASTM C 957 - Standard Specification for High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with Integral Wearing Surface
3. ASTM C 1127 - Standard Guide for Use of High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with an Integral Wearing Surface
4. ASTM C 1193 - Standard Guide for Use of Joint Sealants
5. ASTM D 4258 - Standard Practice for Surface Cleaning Concrete for Coating
6. ASTM D 4259 - Standard Practice for Abrading Concrete

C. International Concrete Repair Institute (ICRI): www.icri.org:

1. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Conference: Conduct conference at Project Site.

1. Review requirements for traffic coating products and installation, including surface preparation, substrate conditions, project and manufacturer's details, installation procedures, mockups, testing and inspection requirements, protection and repairs, and coordination and sequencing of traffic coating work with work of other Sections.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of traffic coating product specified, indicating compliance with requirements.

B. Shop Drawings: Show locations for traffic coating system components. Show details for each type of substrate, movement joints, corners, and edge conditions, including penetrations, transitions, and terminations.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Product Test Reports: Test data for traffic coating products and traffic coating system, by qualified testing agency, indicating proposed traffic coating meets performance requirements, when requested by Consultant/Architect.

C. Warranty: Sample of unexecuted manufacturer and installer special warranties.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A manufacturer-approved firm with minimum five years' experience in installation of specified products in successful use on similar projects, employing workers trained by manufacturer, including a full-time on-site supervisor with a minimum of three years' experience installing similar work, and able to communicate verbally with Contractor, Consultant/Architect, and employees.

B. Mockups: Provide traffic coating mockup application within mockups required in other sections, or if not specified, in an area of not less than 150 sq. ft. of surface where directed by Owner for each type of substrate condition. Include examples of surface preparation, crack and joint treatment, traffic coating application, slip-resistant aggregate application, and flashing, transition, and termination conditions, to set quality standards for execution.

1. Include intersections of deck traffic coating with adjacent vertical coating and moisture control system applications.

1.8 DELIVERY, STORAGE AND HANDLING

A. Accept materials on site in manufacturer's unopened original packaging.

B. Store products in weather protected environment, clear of ground and moisture, within temperature ranges recommended by traffic coating manufacturer.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Environmental Limitations: Apply traffic coating within the range of ambient and substrate temperatures recommended by traffic coating manufacturer.

1. Protect substrates from environmental conditions that affect coating performance.
2. Do not apply traffic coating to a damp or wet substrate or during snow, rain, fog, or mist or when dew is present.

1.10 SCHEDULING

A. Coordinate installation of traffic coating with completion of roofing and other work requiring interface with traffic coating.

1.11 WARRANTY

A. Applicator: Company specializing in performing the work of this section qualified by system manufacturer for warranted membrane installation. Applicator shall submit the following certification for review:
1. Applicator shall submit documentation from the membrane manufacturer to verify contractor's status as a qualified approved applicator for warranted installations.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which traffic coating manufacturer agrees to furnish traffic coating material to repair or replace those materials

installed according to manufacturer's written instructions that exhibit material defects or otherwise fail to perform as specified under normal use within warranty period specified.

1. Access for Repair: Owner shall provide unimpeded access to the Project and the traffic coating system for purposes of testing, leak investigation, and repair,
2. Cost Limitation: Manufacturer's obligation for repair or replacement shall be limited to the original installed cost of the work.
3. Warranty Period: Twenty years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of traffic coating materials from the following:

1. Movement of the structure caused by structural settlement or stresses on the traffic coating exceeding manufacturer's written specifications for elongation.
2. Mechanical damage caused by outside agents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Products: Provide traffic coating products manufactured by Tremco, Inc., Commercial Sealants and Waterproofing Division, or comparable products of other manufacturer approved by Consultant/Architect in accordance with Instructions to Bidders and Division 01 General Requirements.

B. Source Limitations: Provide traffic coating system materials and accessory products from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General: Traffic coating system shall be capable of performing as a continuous watertight installation and as a moisture drainage plane transitioned to adjacent flashings and discharging water to the structure exterior. Traffic coating shall accommodate normal substrate movement and seal expansion and control joints, construction material transitions, opening transitions, penetrations, and perimeter conditions without resultant moisture deterioration.

B. Compatibility: Provide traffic coating system materials that are compatible with one another and with adjacent materials under conditions of service and application required, as demonstrated by traffic coating manufacturer based on testing and field experience.

2.3 TRAFFIC COATING FOR PEDESTRIAN TRAFFIC, EXTREME WEAR SYSTEM (EWS)

A. Traffic Coating: Manufacturer's polyurethane methyl methacrylate system for extreme exterior exposure conditions, traffic-bearing, seamless, high-solids-content, cold liquid-applied, elastomeric, waterproofing membrane system with integral wearing surface for pedestrian traffic.

1. Basis of Design Products: Tremco, Inc., Vulkem EWS System

B. Primer: Two-component, chemically curing methyl methacrylate

1. Tremco PUMA Primer

C. Base Coats: Modified polyurethane methacrylate

1. Tremco PUMA BC or Tremco PUMA BC LM

D. Top Coat: Methyl Methacrylate

1. Tremco PUMA TC
2. Color: As selected by Architect from manufacturer's full range.

E. Aggregate: Manufacturer's standard aggregate for each use indicated of particle sizes, shape, and minimum hardness recommended in writing by traffic-coating manufacturer.
   1. 16-30 Mesh silica sand for the Base coat
   2. 30-50 Mesh silica sand for the primer

2.4 ACCESSORY MATERIALS

A. General: Accessory materials as described in manufacturer's written installation instructions, recommended to produce complete traffic coating system meeting performance requirements, and compatible with traffic coating material and adjacent materials.

B. Initiator; Benzoyl Peroxide
   1. Tremco PUMA Initiator

C. Cleaner; One component polyurethane methyl methacrylate
   1. Tremco PUMA Cleaner

D. Cold Weather Catalyst;
   1. Tremco PUMA Cold Weather Catalyst

E. Crack and Joint Detailing Coating
   1. Tremco PUMA BC LM and/or Tremco PUMA WC with silica

F. Vertical and Ramp Application Coating
   1. Tremco PUMA BC R

PART 3 - EXECUTION

3.1 EXAMINATION

A. Surface Condition: Before applying traffic coating materials, examine substrate and conditions to ensure substrates are fully cured and free from high spots, depressions, loose and foreign particles and other deterrents to adhesion, and conditions comply with manufacturer's written recommendations.

   1. Verify concrete surfaces are visibly dry, have cured for time period recommended by traffic coating manufacturer, and are free from release agents, curing agents, laitance, and other contaminates.
   2. Test surfaces following cleaning and abrasion specified below.

      a. Test for capillary moisture by method recommended in writing by traffic-coating manufacturer.
      b. Test for traffic coating adhesion per manufacturer's recommended method.
      c. Notify Consultant/Architect in writing of unsatisfactory conditions.

B. Proceed with installation once unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean, prepare, and treat substrates in accordance with ASTM C 1127 and traffic coating manufacturer's written instructions.

   1. Remove contaminants, curing compounds, and film-forming coatings from substrates.
   2. Remove projections and excess materials and fill voids with manufacturer's recommended substrate patching material.

3. Prepare surfaces to a uniform profile in accordance with ASTM D 4259 and meeting ICRI Surface Profile CSP 2 - 4. Do not acid etch.
4. Clean prepared surfaces in accordance with ASTM D 4258.

B. Protect adjacent finished surfaces by masking. Mask termination point on vertical surfaces. Protect weep holes and drains.

3.3 TERMINATIONS AND PENETRATIONS

A. Prepare vertical and horizontal surfaces at horizontal to vertical transitions, terminations, joints, and penetrations through traffic coatings in accordance with ASTM C 1127 and manufacturer's written instructions, using accessory materials specified.

B. At terminations of traffic coating exposed to traffic, rout 1/4 by 1/4 inch keyway in concrete.

C. Detail Preparation: Prepare non-moving shrinkage cracks, large cracks, construction joints, expansion joints, projections and protrusions, penetrations, drains, and changes in plane in accordance with manufacturer's written instructions and details, .
1. Prepare joints and cracks in substrate in accordance with ASTM C 1127 and ASTM D 4258 and manufacturer's written instructions.

D. Joint Coating Installation: Comply with manufacturer's written instructions. Allow joint coatings to cure adequately before coating with traffic coating.
1. Provide coating cants at penetrations and at horizontal-to-vertical intersections. Tool coating material to form 45 degree angle transition. Penetrations must be grouted solid at all instances.
2. Rout and fill cracks with coating and tool flush with surface.
3. Feather edges of joint coating applications.
4. Allow coating to cure.
5. Fill expansion joints with backer rod and joint sealant contact manufacturer for sealant recommendation. Do not apply traffic coating over expansion joints.

3.4 PEDESTRIAN TRAFFIC-COATING APPLICATION

A. Primer: Prime surfaces to receive traffic coating system. Allow to cure before proceeding.

B. Start traffic-coating application in presence of manufacturer's technical representative.

C. Apply traffic coating according to manufacturer's written instructions.
1. Verify that wet film thickness of each coat complies with requirements every 100 sq. ft.

D. Apply number of coats of specified compositions for pedestrian coating at locations indicated on Drawings, per manufactures written installation instructions.

E. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated; omit aggregate on vertical surfaces.

F. Cure traffic coatings. Prevent contamination and damage during application and curing stages.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Manufacturer to inspect substrate conditions, surface preparation, traffic coating application, and furnish written report to Consultant/Architect.

B. Correction: Correct deficient applications not passing tests and inspections, make necessary repairs, and retest as required to demonstrate compliance with requirements.

3.6 CLEANING AND PROTECTING

A. Clean spills, stains, and overspray resulting application utilizing cleaning agents recommended by manufacturers of affected construction. Remove masking materials.

B. Protect traffic coating from damage from subsequent work. Protect traffic coating materials from exposure to UV light for period in excess of that acceptable to traffic coating manufacturer; replace overexposed materials and retest.

END OF SECTION

CONSTRUCTION CHANGE DIRECTIVE

Project: Roof Improvements - 2018 Williamson County Jail and Sheriff's Office

Contractor: L Wallace Construction Co., Inc.

Directive Number: 02

Date: July 17, 2018

Project Number: 1712-207

Contract for: Roof Improvements – 2018 Wilco Jail and Sheriff's Office

Contract Date:

This document becomes immediately effective when signed by the Owner and Consultant and received by the Contractor. You are hereby directed to execute promptly this Change Directive, which interprets the Contract Documents, and make the following change(s) in this Contract.

Description of Proposed Change Item(s):

Provide labor and material breakdown pricing for the following scope of work:

1. Brick Removal and Through Wall Flashing at Low Roof to South Wall:
   a. Remove 3 courses of brick, install through-wall stainless steel flashing (24 gauge), and replace brick with new to match, install weeps at 24" O.C.
   b. Install ½" marine grade plywood at base of wall, install TPO membrane flashing up wall a minimum 8", and install stainless steel counterflashing.
   c. Work to be performed in accordance with the Contract Documents, Section 075300, Section 076000, and Drawing CO-2 (Attachment 1).

Proposed Adjustments:

1. The basis for the adjustment in Contract Amount is:

__ Lump sum (increase) or (decrease) in the amount of $ 14,123.00
__ Unit price in the amount of $ _____ per _____
__ Other _____ $ _____

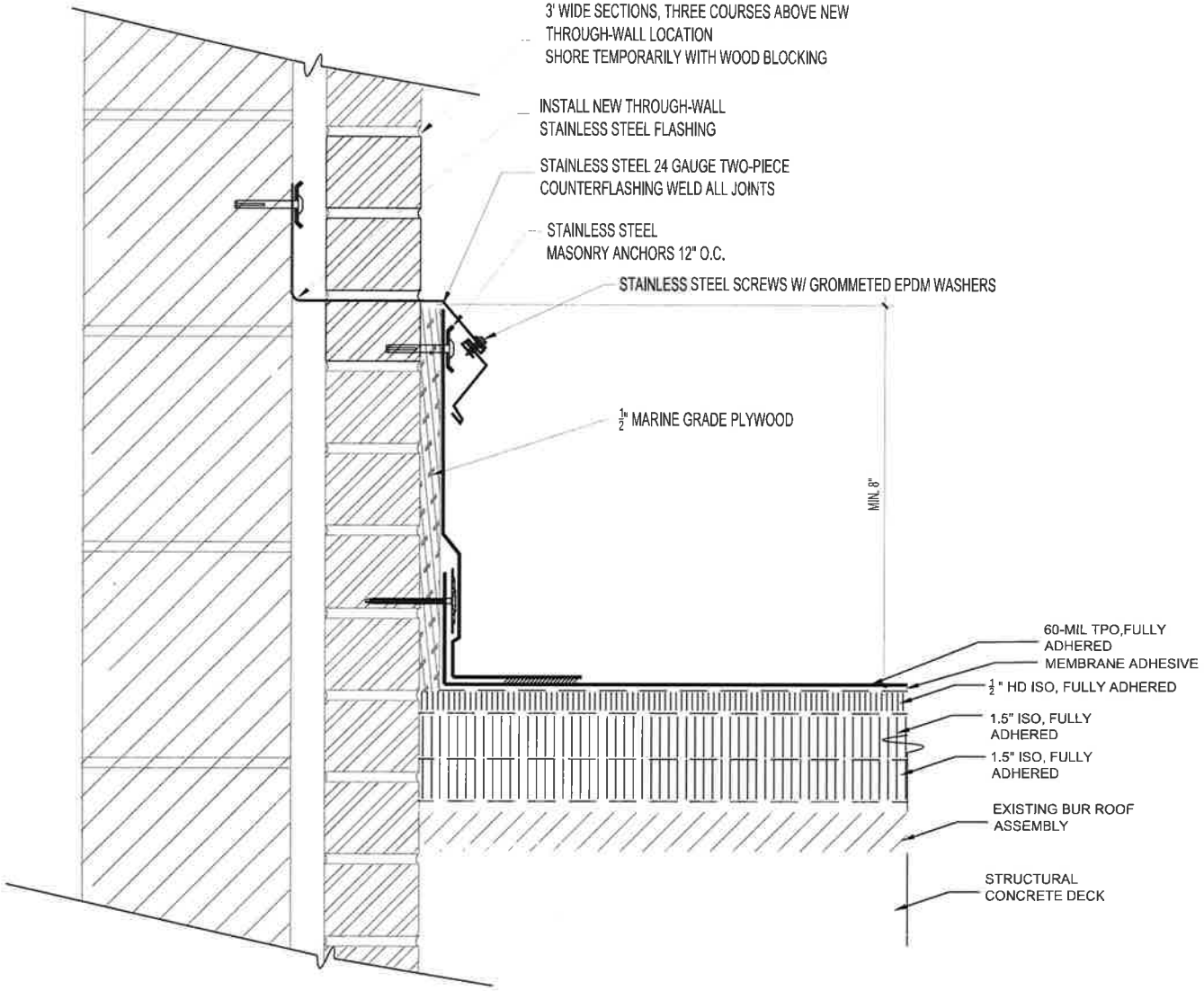
2. Contract Time is to be (increased) (decreased) (remain unchanged). The proposed change is (an increase of 30 days) (a decrease of _____ days).

	Owner	Consultant	Contractor
Address 1	Williamson County	Jim Whitten	L Wallace Construction
Address 2	3101 SE Inner Loop Road	PO Box 200925	14220 South Meridian Ave.
City, state, ZIP	Georgetown, TX 78626	Austin, TX 78720	Oklahoma City, OK 73173
Signature (1)			Phillip L. Graham
Date			7-18-18

(1) The signature of the Contractor indicates agreement with the proposed adjustments in Contract Amount and Contract Time.

Copies: __ Owner __ A/E __ Contractor __ Consultant

ATTACHMENT 1



ROOF TO WALL COUNTERFLASHING

SCALE: 3"=1'-0"

JIM WHITTEN + TEJAS DESIGN
ROOF CONSULTANTS LLC
P. O. BOX 200925
AUSTIN, TEXAS 78720
PHONE: (512) 250-0999 FAX: (512) 250-9711

ROOF IMPROVEMENTS-2016
Williamson County Jail and Sheriff's Office
508 Rockstreet
Georgetown, Texas 7826

REGISTERED ARCHITECT
DON HURST
12057
STATE OF TEXAS
7/17/18

DATE 7.17.18
SCALE AS SHOWN
SHEET NO.
CO-2

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and L. Wallace Construction Co., Inc. ("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 RFCSP Solicitation # 1712-207, Roof Reconstruction / Improvements for Jail; 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 Eight Hundred Ninety-Four Thousand One Hundred Sixteen Dollars and Zero Cents ($894,116.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the RFCSP Solicitation # 1712-207, 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: 90 days from NTP

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 **120 days from NTP**; 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 **Five Hundred Dollars per day ($500/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

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

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

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

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

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

ARTICLE 10 TERMINATION

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

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

By: _____

Printed Name: Dan A Gattis

Title: County Judge

Date: 03-23-2018

CONTRACTOR:

By: _____

Printed Name: Richard Treadaway

Title: Project Manager

Date: 3-6-18

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Alex Blevins
_____
_____
_____

Phone 405-308-7872
Fax _____

Commissioners Court - Regular Session **32.**

Meeting Date: 07/31/2018

Georgetown Annex P325 - Change Order 14

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 Georgetown Annex Project, P325, Change Order # 14 from Chasco Constructors in the amount of $260,559.00 to approve the use of existing funds in the GMP Contract and additional funding within the project for the finish-out of Room # 226, the large meeting space. This change order is being funded by a combination of buyout and allowance savings and Construction Managers and Owners Contingencies.

Background

Change order for the finish-out of Room # 226 which was originally designed to be unfinished shell space until a designation was made for the use of the room .

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA Change Order 14

GTA CO14 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 09:55 AM
Form Started By: Gina Wrehsnig		Started On: 07/25/2018 09:33 AM
Final Approval Date: 07/25/2018		

CHASCO CONSTRUCTORS

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

Change Order

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

Change Order: 14
Date: 7-19-2018
Architect's Project:

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

Finish Out Rm #226, Add AVL	$260,559.00
Allowance Savings	<$62,319.00>
Buyout Savings	<$24,859.00>
Contractor's Contingency	<$38,082.00>
Owner's Contingency	<$135,299.00>
Total	$0
Additional Wilco Funding	$100,000.00
Total	**$100,000.00**

SEE ATTACHED BREAKDOWN

The original Contract Amount was	$14,919,081.00
Net change by previously authorized Change Orders	$-100,000.00
The Contract Amount prior to this Change Order was	$14,819,081.00
The Contract will be increased by this Change Order in the amount of	$100,000.00
The new Contract Amount including this Change Order will be	$14,919,081.00
The Contract Time will be increased by	21 Days
The date of Substantial Completion as of the date of this Change Order therefore is	December 28, 2018

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

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
(Signature)	*(Signature)*	*(Signature)*
By	By BILL BAMBRICK	By
Date	Date 7-19-18	Date

Wilco Annex 15092 7/17/2018

Meeting Room #226 Finish out and AVL CO #14

Contract			
Original contract amount	$ 14,919,081.00	$ 14,919,081.00	
deduct Security allowance	$ (100,000.00)		
revised contract	$ 14,819,081.00		
addtional County funding	$ 100,000.00		
adjusted contract total	$ 14,919,081.00	$ 14,919,081.00	
net increase to contract		$ -	

Sub change order		Alt #1-B		
Flooring Solutions		$ 30,560.00		
Austin Coatings		$ 12,660.00		
Colvin Electric		$ 106,073.00		
Cen TX Drywall		$ 49,314.00		
Airco		$ -		
Felix Media Solutions		$ 60,843.00		
	subtotal	$ 259,450.00		$ 259,450.00

	allowance savings			
0400	Rented Equip.	$ 30,000.00		
0601	misc dirt & paving	$ 10,000.00		
0901	misc utilities	$ 1,257.00		
1500	temp. lighting @crawl	$ 2,761.00		
1701	struct reinf	$ 8,286.00		
2300	struct steel allow	$ 15.00		
2802	misc rough carpentry	$ 10,000.00		
			$ 62,319.00	

	buyout savings			
1001	gas line	$ 1,470.00		
5601	dat/tech systems	$ 10,000.00		
5701	AVL allow	$ 10,000.00		
6601	P&P bonds	$ 3,389.00		
			$ 24,859.00	

Change order funding			
addtional county funding		$	100,000.00
Chasco contingency		$	36,973.00
Owner contingency		$	35,299.00
		$	259,450.00

Chasco contingency	$ 36,973.00			
		$	36,973.00	
3% fee on contractor contingency	$ 36,973.00	$ 1,109.00	$ 1,109.00	$ 1,109.00
			$ 38,082.00	

Total CO #14 $ 260,559.00

Date:
3/30/2018
To:
MARK CAIN
Customer PO:
15092-WO05

Flooring SOLUTIONS INC

8606 Wall Street, Building 16
Austin , TX 78754
Phone : (512) 335-8089 / Fax: (512) 258-2581

Change Order Request

53302
Job No: 12061
Request #: 3
CO #: 0

Invoice To:	*Job Name:*
Chasco Constructors P.O.Box 1057 Round Rock, TX 78680	WILLIAMSON COUNTY ANNEX - 6-27-17 151 WILCO WAY GEORGETOWN, TX

MARK CAIN Phone: (512) 244-0600- Cell: Pager: Fax: (512) 244-6087-			

From:	*Project Manager:*	*Estimator:*
Kyle Sanguinet	H, Eli	

Description of Change Order Request:

KS - ADD CPT-1 AND BASE IN AREA #226

KS - ADD CPT-1 AND BASE IN AREA #226

ADD

	MANUFACTURER:			*STYLE:*		
	COLOR NAME:	*COLOR NUMBER:*	*UOM:*	*QUANTITY:*	*UNIT PRICE:*	*TOTAL PRICE:*
1	**C-1A CARPET SUPPLIED AND INSTALLED - KS - BUDGET ONLY - NEED TO CONFIRM SPEC**					
	MOHAWK COMMERCIAL			METALMORPHIC TILE		
	CLASSIC RIDGE METALLIC	358	SY	**880.00**	**31.188**	**27,445.00**
2	**B-1 WALL BASE SUPPLIED AND INSTALLED - KS - NEED TO CONFIRM SPEC**					
	ROPPE® CORPORATION			TBD		
	TBD		LF	**720.00**	**3.500**	**2,520.00**

Total ADD **$29,965.00**

Tax Exempt Total This Option : **$29,965.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

29,965.00

ALT #1 REVISED - ADDED WALL

RUBBER BASE LF 110 $3.50 $385.00

$30,350

Chasco Contracting
2801 Kiphen Road, Round Rock, Texas 78664
Phone: 512.244.0600 Fax: 512.244.6085

Section Markup

Room 226 Alternate

Bid No. 411

Selected Sections: 02000 Misc. Bid Items, 09250 Drywall, 09500 Acoustical Ceilings
Selected Typical Areas:
Selected Areas: (unassigned), A311 1st Floor Plan, A312 2nd Floor Plan, A401 Roof Plan, A1301 1st Floor RCP, A1302 2nd Floor RCP

Estimator: **TS - Tim Smith**
Job Class: **New Construction**
Wage Type: **Open**

Job Status: **Pending**
Bid Date/Time: **6/22/2017 7:47:23 AM**
Plans Date: **6/22/2017**

		Material		Labor		Subs		Equipment		Other	Total
Net Totals		**23,798.26**		**8,941.65**		**0.00**		**0.00**		**0.00**	**32,739.91**
Stock		0.00		0.00		--		--		--	0.00
Cleanup		0.00		0.00		--		--		--	0.00
Supervision		--		268.25		--		--		--	268.25
Escalation	0.00%	0.00	9.00%	828.89	0.00%	0.00	0.00%	0.00	0.00%	0.00	828.89
Tax/Burden	0.00%	0.00	35.00%	3,513.58	0.00%	0.00	0.00%	0.00	0.00%	0.00	3,513.58
PerDiem		--		0.00		--		--		--	0.00
Sub Total		**23,798.26**		**13,552.37**		**0.00**		**0.00**		**0.00**	**37,350.63**
Overhead	10.00%	2,379.83	10.20%	1,355.24	0.00%	0.00	0.00%	0.00	0.00%	0.00	3,735.06
Profit	10.00%	2,617.81	10.18%	1,490.76	0.00%	0.00	0.00%	0.00	0.00%	0.00	4,108.57
Bid total		**28,795.89**		**16,398.37**		**0.00**		**0.00**		**0.00**	**45,194.26**

Grand Total: **$45,194.26**

Chasco Contracting
2801 Kiphen Road, Round Rock, Texas 78664
Phone: 512.244.0600 Fax: 512.244.6085

Section Markup

Wilco Annex Alt #2 Add Wall at Room 226

Bid No. 411

Selected Sections: 09250 Drywall
Selected Typical Areas:
Selected Areas: (unassigned), A311 1st Floor Plan, A312 2nd Floor Plan, A401 Roof Plan, A1301 1st Floor RCP, A1302 2nd Floor RCP

Estimator:
Job Class:
Wage Type: **Open**

Job Status:
Bid Date/Time: **6/22/2017 7:47:23 AM**
Plans Date: **6/22/2017**

Add wall and 3 columns at Room 226

		Material		Labor		Subs		Equipment		Other	Total
Net Totals		**1,327.77**		**1,283.03**		**0.00**		**0.00**		**0.00**	**2,610.80**
Stock		0.00		0.00		--		--		--	0.00
Cleanup		0.00		0.00		--		--		--	0.00
Supervision		--		128.30		--		--		--	128.30
Escalation	0.00%	0.00	9.00%	127.02	0.00%	0.00	0.00%	0.00	0.00%	0.00	127.02
Tax/Burden	0.00%	0.00	35.00%	538.42	0.00%	0.00	0.00%	0.00	0.00%	0.00	538.42
PerDiem		--		0.00		--		--		--	0.00
Sub Total		**1,327.77**		**2,076.77**		**0.00**		**0.00**		**0.00**	**3,404.54**
Overhead	10.00%	132.78	10.66%	207.68	0.00%	0.00	0.00%	0.00	0.00%	0.00	340.45
Profit	10.00%	146.05	10.60%	228.44	0.00%	0.00	0.00%	0.00	0.00%	0.00	374.50
Bid total		**1,606.60**		**2,512.89**		**0.00**		**0.00**		**0.00**	**4,119.50**

Grand Total: **$4,119.50**

Austin Coatings, Inc.

P.O. BOX 140765 • AUSTIN, TEXAS 78714-0765
512/836-8170 FAX 512/339-7208
www.AustinCoatings.com

July 16, 2018

Chasco Constructors
2801 E. Old Settlers Blvd.
Round Rock, Tx 78665

ATTN: Mark Cain

PROJECT: **Williamson County Annex – 151 Wilco Way**
Revised Plan sheet – Alternate One

BID ITEMS: Tape, float, texture, and Paint walls, and furrdowns at Meeting Room 226

CLARIFICATIONS:
1. Based on regular hours
2. Lift included for Option B

BID AMOUNTS:

~~Alternate One - A $ 3,738.00~~ NOT USED

Alternate One – B **$ 10,161.00**

Alternate One Revised Room 226 lower portion of wall ADD: **$ 2,500.00**

$ 12,661

Yours truly,

Curtis Northup

Curtis Northup
Project manager/Estimator

Bill Bambrick

From: Robert Carr <Rob@aircomechanical.com>
Sent: Thursday, April 5, 2018 2:56 PM
To: Bill Bambrick; Tim Smith - Central Texas Drywall (t.smith@centraltexasdrywall.com); Shaune Cottle; Curtis Northup
Cc: Mark Lee
Subject: RE: Wilco Annex

Option B is as built per base drawing ∅-0-

Option A will require grill change and extension of duct and flex
1000.00 add

Robert H Carr III
Project Manager
Cell: 512-845-6161
AIRCO MECHANICAL
1000 South IH 35, Round Rock TX 78681
PO Box 1598, Round Rock, TX 78680-1598
ROB@AIRCOMECHANICAL.COM

From: Bill Bambrick [mailto:bill@chasco.com]
Sent: Tuesday, March 20, 2018 5:23 PM
To: Tim Smith - Central Texas Drywall (t.smith@centraltexasdrywall.com) <t.smith@centraltexasdrywall.com>; Shaune Cottle <shaune@colvinelectric.com>; Curtis Northup <cnorthup@austincoatings.com>; Robert Carr <Rob@aircomechanical.com>
Cc: Mark Lee <Mark.Lee@chasco.com>
Subject: Wilco Annex

All,

Attached is a plan sheet showing two proposed "finish out" options for the second floor meeting room #226. The room, as it currently exists in the contract, is and unfinished space.

- **Option #A** runs acoustical ceilings at 10'-0" across the entire room. The interior of the clerestory "pop-up" remains unfinished. The interior walls in the room are drywalled, taped, floated and painted. Lighting to be as shown. HVAC supply and returns are to be extended into the acoustical ceiling.
- **Option #B** finishes the interior of the clerestory pop-up. The pop-up will be furred out, drywalled, taped, floated and painted. There will be acoustical ceilings at the top of the pop-up. The interior of the lower portion of the room will be drywalled, taped floated & painted. There will be acoustical ceilings around the perimeter of the lower portion of the room at 12'-0". There will be lighting at both the high and low ceilings as shown. Sidewall HVAC supply and returns are to be installed in the sidewalls at the clerestory. HVAC supply and returns are to be extended into the lower acoustical ceilings.

Please submit proposals for each option by Tuesday March 27th. Please let me know if you have any questions.

Thanks,

CHANGE ORDER #
CHAS01-07 ALT-1B

DATE: **March 28, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: Pricing for room 226 ALT-1B. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$49,718.30
MATERIAL TOTAL				$49,718.30
LABOR				
	341.98	ELECTRICIAN HOURS AT	$45.00 /HOUR	$15,389.10
			LABOR TOTAL	$15,389.10
MISCELLANEOUS EXPENSES				
	FREIGHT			$0.00
	EQUIPMENT RENTAL			$0.00
	EXPEDITE SHIPPING COST			$0.00
	MISCELLANEOUS TOTAL			$0.00

***** ADDITIONAL TIME REQUEST *****

THIS CHANGE ORDER WILL ADD 22 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 341.98 X $45.00 X 1/2 = $7,694.55

MATERIAL		$49,718.30
MISCELLANEOUS		$0.00
LABOR		$15,389.10
SUBTOTAL		$65,107.40
O & P	10%	$6,510.74
Bond Adder	4%	$2,864.73
TOTAL		$74,483.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$7,694.55**
OH&P	**10%**	**$769.46**
Bond Adder	**4%**	**$338.56**
TOTAL		**$83,286.00**

Job Name: Williamson Co Annex
Job Number: 131
Extension Name: CHAS01-07 ALT-1B

[Items and ByProducts]

Material Filter: <None>
Report: Price 1 & CO 1 by CC

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					$49,718.30			341.98	
CCode: Branch Rough					$4,357.67			158.09	
433	12/2 MC CU CABLE	704.00	$655.20	M	$461.26	27.63	M	19.45	cb
1,136	CABLE SUPPORT STRAP	184.15	$211.84	C	$390.09	6.28	C	11.56	cb
1,460	1/2 EMT	44.00	$42.77	C	$18.82	2.49	C	1.09	cb
1,461	3/4 EMT	1,511.47	$66.97	C	$1,012.29	3.72	C	56.18	cb
1,581	1/2 EMT CONN D/S	4.00	$42.64	C	$1.71	5.02	C	0.20	cb
1,654	3/4 EMT CONN S/C	217.15	$359.52	C	$780.69	6.28	C	13.64	cb
1,677	1/2 EMT COUP D/S	4.40	$46.78	C	$2.06	3.77	C	0.17	cb
1,714	3/4 EMT COUPL S/C	151.15	$421.90	C	$637.69	4.40	C	6.64	cb
1,894	1/2 EMT 1 HOLE STP/STL	4.00	$41.90	C	$1.68	3.77	C	0.15	cb
1,944	3/4 EMT CHNL STRAP W/BOLT	188.93	$89.68	C	$169.44	5.02	C	9.49	cb
4,484	1/2 LOCKNUT	16.00	$23.17	C	$3.71	9.67	C	1.55	cb
4,842	1/2 CHASE NIPPLE	16.00	$80.32	C	$12.85	5.02	C	0.80	cb
5,997	BOX SUPPORTS-CLIP ON	39.00	$100.18	C	$39.07	3.77	C	1.47	cb
8,525	3/8 FLEX SQZ CONN DIE CAST	176.00	$173.88	C	$306.03	7.54	C	13.26	cb
22,030	MISC. BOX HANGER $3.00 MAT	23.00	$3.00	E	$69.00	0.38	E	8.67	cb
26,008	4/S BOX 1-1/2" DEEP	62.00	$257.64	C	$159.74	12.56	C	7.79	cb
26,009	4/S BOX 2-1/8" DEEP	14.00	$427.42	C	$59.84	12.56	C	1.76	cb
26,011	4/S SG MUD RING 1/2"DP	30.00	$411.41	C	$123.42	6.28	C	1.88	cb
26,012	4/S SG MUD RING 5/8"DP	3.00	$474.80	C	$14.24	6.28	C	0.19	cb
26,025	4/S BLANK COVER	34.00	$276.63	C	$94.05	6.28	C	2.14	cb
CCode: Trim Devices/Plates					$72.56			16.58	
25,410	ODS10-IDW WHITE 180D MOTION COI	26.00	$0.00	E	$0.00	0.50	E	13.06	dt
25,475	SP 20A TOGGLE SW, COM	4.00	$0.00	C	$0.00	25.12	C	1.00	dt
25,517	1G PLASTIC SWITCH PLATE	4.00	$0.00	E	$0.00	6.28	C	0.25	dt
27,308	GROUND SCREW/#14 PIGTAIL	30.00	$241.87	C	$72.56	7.54	C	2.26	dt
CCode: Lighting Fixtures					$42,804.00			101.28	
21,904	TROF/LAY-IN 2'X4'	40.00	$0.00	Q	$0.00	0.75	E	30.14	lf
22,031	TROF/LAY-IN HANGER $5.10 MAT	40.00	$5.10	E	$204.00	0.63	E	25.12	lf

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
22,055	STRIP FIXT 2L 8'	32.00	$0.00	Q	$0.00	1.00	E	32.15	lf
22,370	EXIT LIGHT LED NI-CAD	3.00	$0.00	Q	$0.00	0.85	E	2.56	lf
22,381	EMERGENCYLIGHT LED DUAL HEAD	9.00	$0.00	Q	$0.00	1.26	E	11.30	lf
24,868	F32T8/SP35 *	120.00	$0.00	Q	$0.00	0.00	X	0.00	lf
25,236	F96T12/CW/WM *	32.00	$0.00	E	$0.00	0.00	X	0.00	lf
69,210	QUOTE (LIGHTING)	42,600.00	$1.00	E	$42,600.00	0.00	X	0.00	lf
100,004	FIXTURE F2	14.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,017	FIXTURE M4	40.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,025	FIXTURE X1	3.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,027	FIXTURE Y1	9.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,029	FIXTURE M DT CEILING OCC	18.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,030	FIXTURE SW C1 OCC SENS	4.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,032	FIXTURE PHOTOCELL OCC SENSOR	4.00	$0.00	Q	$0.00	0.00	X	0.00	lf
100,044	FIXTURE F10B	2.00	$0.00	Q	$0.00	0.00	X	0.00	lf
CCode: Lugs/Termination/Ground					$24.64			8.20	
9,485	YELLOW 3M WIRE NUT	204.00	$12.08	C	$24.64	4.02	C	8.20	sl
CCode: Data CU Outlets					$0.39			1.31	
49,100	80401-W WH SG DECORA UREA PLATE	26.00	$1.50	C	$0.39	5.02	C	1.31	uo
CCode: Branch Wire					$2,459.04			56.52	
11	12 THHN CU STRANDED	621.92	$149.08	M	$92.72	5.00	M	3.11	wb
12	10 THHN CU STRANDED	6,400.78	$228.01	M	$1,459.44	6.20	M	39.68	wb
788	22 2 PAIR 300V SOLID PLENUM CABLE	1,511.47	$600.00	M	$906.88	9.08	M	13.73	wb
[Items and ByProducts] Total:					$49,718.30			341.98	

NOTES:
Factory would not do drawings until an option was selected.
FORMAL LAYOUT WILL BE DONE WHEN DECISION IS MADE

QUOTATION

GraybaR
ELECTRIC COMPANY, INC.
1922 WAUKESHA DR
PFLUGERVILLE, TX 78660

Date : 3/28/2018

WHEN ORDERING PLEASE MENTION : WILCO ANNEX ALT 1B QUOTE
(GRAYBAR - REFERENCE)

To: SHAUNE COTTLE
COLVIN ELECTRIC

YOUR REFERENCE # WILCO ANNEX ALT 1B QUOTE

SALES REPRESENTATIVE KEVIN FAULKNER

CUSTOMER SERVICE REPRESENTATIVE MICHELE BIGGINS

WE APPRECIATE YOUR INQUIRY OF AND TAKE PLEASURE IN QUOTING AS FOLLOWS

QUANTITY	DESCRIPTION OF MATERIAL AND/OR PART NUMBER	CASH DISCOUNT	F.O.B	UNIT PRICE	UM	TOTAL
1	LOT ALT 1B ADD CONSISTING OF:			42,600.00	E	42600.00
	QTY 40 - TYPE M4					
	QTY 2 - TYPE F10B - 68 FT EACH					
	QTY 14 - TYPE F2 - 10FT EACH					
	QTY 9 - TYPE Y1					
	QTY 3 - TYPE X1					
	QTY 18 - TYPE M dt CONTROLS					
	QTY 4 - TYPE P CONTROLS					
	QTY 4 - TYPE C2 CONTROLS					
	POWER PACKS					
	Factory would not do drawings until an option was selected					
	FORMAL LAYOUT WILL BE DONE WHEN DECISION IS MADE					
				Page Total		42,600.00
						42,600.00

Shipment SEE ABOVE

We hope that we shall be favored with your order, and assure you of prompt attention.

Quote expires 30 DAYS

Graybar Electric Company's standard terms and condistions of sale apply. Terms and conditions are available upon request.

Yours truly, *Michele Biggins*

S.P. - Shipping Point
DEST - Destination
S.P.F.A. - Shipping Point Freight Allowed

CHANGE ORDER #
CHAS01-09

DATE: **July 11, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: This pricing is for the added power & AV in room 226 and is in conjunction with CHAS01-07 Alt -1B changes to bring ALT 1 pricing up to date with what has been issued so far. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$4,941.63
MATERIAL TOTAL				$4,941.63
LABOR				
	217.58	ELECTRICIAN HOURS AT	$45.00 /HOUR	$9,791.10
		LABOR TOTAL		$9,791.10
MISCELLANEOUS EXPENSES				
FREIGHT				$0.00
EQUIPMENT RENTAL				$290.00
EXPEDITE SHIPPING COST				$0.00
MISCELLANEOUS TOTAL				$290.00

***** ADDITIONAL TIME REQUEST *****

THIS CHANGE ORDER WILL ADD 14 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 217.58 X $45.00 X 1/2 = $4,895.55

MATERIAL		$4,941.63
MISCELLANEOUS		$290.00
LABOR		$9,791.10
SUBTOTAL		$15,022.73
O & P	10%	$1,502.27
Bond Adder	4%	$661.00
TOTAL		$17,186.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$4,895.55**
OH&P	**10%**	**$489.56**
Bond Adder	**4%**	**$215.40**
TOTAL		**$22,787.00**

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					$4,941.63			217.58	
CCode: Misc.					$0.00			38.50	
69,220	SPEAKER MOUNTING RINGS LBF	77.00	$0.00	X	$0.00	0.50	E	38.50	am
CCode: Branch Rough					$4,176.18			147.40	
1,460	1/2 EMT	1,094.00	$42.77	C	$467.88	2.49	C	27.22	cb
1,461	3/4 EMT	40.00	$66.97	C	$26.79	3.72	C	1.49	cb
1,462	1 EMT	1,530.00	$111.60	C	$1,707.41	4.94	C	75.64	cb
1,581	1/2 EMT CONN D/S	28.00	$42.64	C	$11.94	5.02	C	1.41	cb
1,606	3/4 EMT CONN D/C	8.00	$124.86	C	$9.99	6.28	C	0.50	cb
1,607	1 EMT CONN D/C	22.00	$205.36	C	$45.18	7.54	C	1.66	cb
1,653	1/2 EMT CONN S/C	26.00	$255.76	C	$66.50	5.02	C	1.31	cb
1,655	1 EMT CONN S/C	22.00	$532.34	C	$117.11	7.54	C	1.66	cb
1,677	1/2 EMT COUP D/S	29.40	$46.78	C	$13.75	3.77	C	1.11	cb
1,713	1/2 EMT COUPL S/C	80.00	$308.08	C	$246.46	3.77	C	3.01	cb
1,715	1 EMT COUPL S/C	142.00	$628.63	C	$892.65	5.02	C	7.13	cb
1,894	1/2 EMT 1 HOLE STP/STL	31.50	$41.90	C	$13.20	3.77	C	1.19	cb
1,895	3/4 EMT 1 HOLE STP/STL	8.00	$56.00	C	$4.48	3.77	C	0.30	cb
1,896	1 EMT 1 HOLE STP/STL	22.00	$99.17	C	$21.82	3.77	C	0.83	cb
1,943	1/2 EMT CHNL STRAP W/BOLT	100.00	$87.53	C	$87.53	5.02	C	5.02	cb
1,945	1 EMT CHNL STRAP W/BOLT	177.50	$95.70	C	$169.87	5.02	C	8.92	cb
4,555	3/4 BUSH PLASTIC	8.00	$43.04	C	$3.44	6.15	C	0.49	cb
4,556	1 BUSH PLASTIC	22.00	$65.24	C	$14.35	7.16	C	1.58	cb
5,997	BOX SUPPORTS-CLIP ON	29.00	$100.18	C	$29.05	3.77	C	1.09	cb
26,008	4/S BOX 1-1/2" DEEP	18.00	$257.64	C	$46.38	12.56	C	2.26	cb
26,009	4/S BOX 2-1/8" DEEP	13.00	$427.42	C	$55.56	12.56	C	1.63	cb
26,011	4/S SG MUD RING 1/2"DP	29.00	$411.41	C	$119.31	6.28	C	1.82	cb
26,025	4/S BLANK COVER	2.00	$276.63	C	$5.53	6.28	C	0.13	cb
CCode: Hangers/Anchors					$13.29			0.94	
5,731	10 X 1-1/2 COMB PAN HD TAP S	17.50	$2.70	C	$0.47	0.00	X	0.00	ch
5,793	1/4 FLAT STEEL WASHER	17.50	$68.04	C	$11.91	0.00	X	0.00	ch

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
5,951	TEK SCREWS	30.00	$30.42	M	$0.91	3.14	C	0.94	ch
CCode: Trim Devices/Plates					$59.80			6.39	
25,535	1G IV PLAS DUPL RECP PLATE	14.00	$1.50	C	$0.21	6.28	C	0.88	dt
25,551	1G IV PLAS TELEPHONE PLATE	15.00	$54.03	C	$8.10	6.28	C	0.94	dt
25,780	DUPLEX 20A RECP, STANDARD	14.00	$125.85	C	$17.62	25.12	C	3.52	dt
27,308	GROUND SCREW/#14 PIGTAIL	14.00	$241.87	C	$33.86	7.54	C	1.06	dt
CCode: Lugs/Termination/Ground					$0.00			1.13	
9,413	20A WIRE TERMINATION	9.00	$0.00	X	$0.00	0.13	E	1.13	sl
CCode: Branch Wire					$692.36			23.22	
11	12 THHN CU STRANDED	4,644.10	$149.08	M	$692.36	5.00	M	23.22	wb
[Items and ByProducts] Total:					$4,941.63			217.58	

Notes:
INCLUSIONS:
Labor for - "Obtain mounting rings from Sound Contractor for rough-in per ET-104 Electrical Equipment List Description."
Sound conduits only in inaccessible locations such as walls or above hard lid ceilings per ET-104 notes.
Telephone/Data Stub Up Only
EXCLUSIONS:
Sound Systems, Equipment, Conduit, Cabling, and Programming (except what is covered in inclusions)
PA Systems, Equipment, Conduit, Cabling, and Programming
Video Projection Systems, Equipment, Conduit, Cabling, and Programming
Telephone/Data/Communication Systems, Equipment, Conduit, and Cabling (except what is covered in inclusions)
Security Systems, Equipment, Conduit, Cabling, and Programming

Bill Bambrick

From: Mike Watts <mike@felixmediasolutions.com>
Sent: Friday, July 13, 2018 8:11 AM
To: Mark Lee; Bill Bambrick
Cc: Shelley Butler
Subject: RE: Wilco Annex

Ah good catch! Please find corrected spreadsheet below.

Thanks,
Mike

Project Detail **Wilco Rm 226 Addition**	**Qty**	**Item Price**	**Item Total**
Room #226			
Equipment Rack			
Middle Atlantic DWR-16-22 wall mount equipment rack	1	$665.00	$665.00
Lowell ACSPR-RPC1-1509	1	$725.00	$725.00
Lowell RPSB-MKP Remote Power Control Switch	1	$108.00	$108.00
Microphone and other input plates			
Emtech MSC-D dual Microphone jack	2	$55.00	$110.00
Emtech MSC-W mp3 input jack and control	1	$98.00	$98.00
Surge Protection and system power control			
Lowell ACSPR-RPC1-1509	1	$725.00	$725.00
Lowell RPSB-MKP Remote Power Control Switch	1	$108.00	$108.00
Speakers			$0.00
Community D6 Speakers - White	77	$195.00	$15,015.00
Wireless microphone system			$0.00
Shure SLX base with handheld SLX24/BETA58	1	$635.00	$635.00
Shure SLX1 Bodypack	1	$210.00	$210.00
countryman over ear cardioid pattern	1	$330.00	$330.00
Shure US221 Splitter	1	$115.00	$115.00
Shure UA 505 Remote Antenna Mount	2	$20.00	$40.00
Shure Half Wave antenna UA820D	2	$32.00	$64.00
Shure UA850 50' Antenna cable	2	$85.00	$170.00
			$0.00
			$0.00
Wired Microphones			$0.00
Audio-Technica ATM610a/S (Qty8)	8	$169.00	$1,352.00
15' Bal Audio Cable (Qty 8)	8	$10.00	$80.00
Atlas MS10C stands. Furnish four (4) units.	4	$48.00	$192.00
Atlas DS5e table stand. Furnish four (4) units	4	$20.00	$80.00
Atlas PB11XEB boom. Furnish two (2) units.	2	$60.00	$120.00
Hearing assistance system			$0.00
Listen Technologies LT-800-072-01- RF Transmitter (72 MHz)	1	$533.35	$533.35
Listen Technologies LA-326 Universal Rack Mount Kit	1	$46.41	$46.41
Listen Technologies LA-123 90 degree antenna	1	$19.89	$19.89
Listen Technologies LS-4200-072 - Intelligent DSP RF Receiver	6	$120.82	$724.90
Listen Technologies LA-401 - Universal Ear Speaker	6	$12.52	$75.10

Listen Technologies LA-430 - Intelligent Earphone/Neck Loop Lanyard	6	$40.52	$243.09	
Listen Technologies LA-304 - Assistive Listening Notification Signage Kit	1	$14.73	$14.73	
Listen Technologies LPT-A107-B	1	$5.70	$5.70	
Listen Technologies LA-423-01- 4-Port USB Charger	2	$23.94	$47.88	
Listen Additional Antenna	1	$250.00	$250.00	
Amp			$0.00	
QSC CX204V amplifier 4 channels, 200 watts/ch at 70V	1	$1,575.00	$1,575.00	
			$0.00	
Signal processor			$0.00	
Biamp Tesiraforte AI	1	$1,800.00	$1,800.00	
Tesira TEC-1i	1	$420.00	$420.00	
Video control			$0.00	
Extron Wall Vault System - 42-311-000379	1	$5,025.00	$5,025.00	
Projector			$0.00	
Panasonic, PT-RW930LB (9400 lumen)	1	$9,400.00	$9,400.00	
with zoom lens	1	$2,800.00	$2,800.00	
Nigel-B vibration isolation unit mount	1	$450.00	$450.00	
Projector Mounting materials	1	$300.00	$300.00	
			$0.00	
HDMI	1	$25.00	$25.00	
Balanced audio cable	1	$500.00	$500.00	
Speaker wire	1	$450.00	$450.00	
Cables, consumables and small parts	1	$250.00	$250.00	
				Parts $45,898.06
				Labor ~~$12,000.00~~
				Total ~~$57,898.06~~
Parts Subtotal			**$45,898.06**	
Design, Sub & Labor				
Labor	1	$12,000.00	$12,000.00	
Programming	1	$1,200.00	$1,200.00	
Project Management & General Administrative (projects over $10k)	1	$1,056.00	$1,056.00	
Shipping (est)	1	$688.47	$688.47	
Design, Sub & Labor Total			**$14,944.47**	
Job Subtotal			**$60,842.53**	
Tax			$0.00	
Job Total			**$60,842.53**	

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Mike Watts, CTS
Vice President of Design
Felix Media Solutions Inc.
M - 512-626-6453
O - 512-572-1773
mike@felixmediasolutions.com
felixmediasolutions.com
3601 South Congress Ave #H200
Austin, TX 78704

Schedule a meeting

Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 14

Change Order No.	Date Submitted	Date Approved	Description	Affected Sub/Supplier	Court Agenda Date	Party of Initiation	Time Ext (Days)	Cost of Work	$12,180.00 Misc rough carpentry	$60,000.00 Rented equipment	$20,000.00 Misc. dirtwork & paving	$ 18,471.00 Misc. Metal Panels & ACM	$ 12,000.00 Safety Cables @ First & Second Floor Allowance	$ 100,000.00 Security Systems Allowance	$ 10,000.00 Temp Lighting at Crawl Space Allowance	$ 10,000.00 Structural Concrete Allowance	$ 10,000.00 Reinforcing Steel Allowance	$ 10,000.00 Structural Steel Allowance	$ 20,000.00 Misc. Utility costs	$ 70,000.00 Owner Signage Allowance	$ 10,000.00 Owner Residential Appliance Allowance	$ 60,000.00 Owner Commercial Kitchen Allowance	$ 2,500.00 Owner Interior Blinds Allowance	$ 305,099.00 Owner's Project Contingency	$ 431,081.00 CM Contingency	$ 449,630.00 General Conditions	$ 418,526.00 Construction Phase Fee	$ 95,947.00 Buyout Savings (Current)	GMP Total	Total Updated Contract Amount
Contract																														$14,919,081.00	**$14,919,081.00**
CO#1, CR#1	10/17/17	10/30/17	Temporary Electrical	CHASCO		CHASCO	0	($18,000.00)																$18,000.00					$0.00	$14,919,081.00
CO#1, CR#2	10/17/17	10/30/17	Revise pavement cross-section	CHASCO		WILCO	10	$82,000.00																($82,000.00)					$0.00	$14,919,081.00
CO#1, CR#3	10/17/17	13/30	Add french drain	CHASCO		CHASCO	5	$32,775.00																($32,775.00)					$0.00	$14,919,081.00
CO#2, CR#4	12/22/17	1/17/18	Revise pier reinforcing at pavilion	CMC		JQ ENG	0	$1,714.00									($1,714.00)												$0.00	$14,919,081.00
CO#2, CR#4	VOID	VOID	Form Savers at Leave Outs	CMC		JQ ENG	0	$2,821.00					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
CO#2, CR#5	12/22/17	1/17/18	Electrician Additional Bond Fee	COLVIN		CHASCO	0	$681.00																	($681.00)				$0.00	$14,919,081.00
CO#2, CR#6	12/22/17	1/17/18	Waterline Changes	CHASCO		CHASCO	0	$18,743.00											($18,743.00)										$0.00	$14,919,081.00
CO#3, CR#7	12/7/17	12/19/17	Additional Lime Treatment	LHOIST		CHASCO	0	$52,152.70																($52,152.70)					$0.00	$14,919,081.00
CO#4, CR#8	12/22/17	1/17/18	Lime Treatment Deduct	LHOIST		CHASCO	0	($9,585.64)																$9,585.64					$0.00	$14,919,081.00
CO#4, CR#9	12/22/17	1/17/18	Revise Floor Boxes	COLVIN ELECTRIC		KAH	0	$2,154.00																($2,154.00)					$0.00	$14,919,081.00
CO#4, CR#10	12/22/17	1/17/18	Timely Door Frames - Alumatone	AM. DOOR		KAH	0	$3,149.00																($3,149.00)					$0.00	$14,919,081.00
CO#5, CR#11	1/23/18	1/23/18	Add french drain at upper side of pkg lot	CHASCO		CHASCO	0	$37,110.50																($37,110.50)					$0.00	$14,919,081.00
CO#5, CR#12	1/23/18	1/23/18	Revise crawl space drain/waste piping to PVC	ACCENT PLUMBING		HCE	0	($18,000.00)																$18,000.00					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	demo & relocate exist. light pole/rehead	COLVIN ELECTRIC		CHASCO	0	$6,770.00																($6,770.00)					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	Demo light pole base/replace light pole base	CHASCO		CHASCO	0	$1,900.00																($1,900.00)					$0.00	$14,919,081.00
CO#6, CR#14	2/7/18	3/2/18	Revise stair treads per returned submittal	FLOORING SOLUTIONS		KAH	0	$6,573.00																($6,573.00)					$0.00	$14,919,081.00
CO#6, CR#15	2/14/18	3/2/18	Cut/resize tile per KAH	FLOORING SOLUTIONS		KAH	0	$5,808.00																($5,808.00)					$0.00	$14,919,081.00
CO #7, CR#16 & #18	3/27/18	4/15/18	Door and Hardware Changes/Temp. lighting	AMERICAN DOOR		KAH	0	$4,479.13							($4,479.13)														$0.00	$14,919,081.00
CO#7, CR#17 & #18	3/27/18	4/15/18	Additional Floor Boxes/Temp. lighting	FELIX MEDIA		KAH	0	$2,759.00							($2,759.00)														$0.00	$14,919,081.00
CR#19	Void	VOID	VOID	VOID	VOID	VOID	VOID	VOID				VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
GMP CO#1, CR #20	4/24/18	4/26/18	Security Systems Allowance Return	CHASCO		CHASCO	0	$0.00						($100,000.00)															($100,000.00)	$14,819,081.00
CO#8	4/25/18	VOID	VOID	VOID		Chasco	0	VOID					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,819,081.00
CO#9, CR#21	4/25/18	5/1/18	Added I-beam lintel at elevator shaft wall	DESIGN WELD FAB		CHASCO	0	$3,672.00										($3,672.00)											$0.00	$14,819,081.00
CO#9, CR#22	4/25/18	5/1/18	Add bent plates and angles at 2nd floor	DESIGN WELD FAB		CHASCO	0	$3,317.00										($3,317.00)											$0.00	$14,819,081.00
CO#9, CR#23	4/25/18	5/1/18	Add 3 piece tube steel dividers at elevator	DESIGN WELD FAB		CHASCO	0	$2,995.75										($2,995.75)											$0.00	$14,819,081.00
CO#10, CR#24	4/25/18	5/1/18	Safety Cabling for the 2nd Floor	DESIGN WELD FAB		CHASCO	0	$2,969.00					($2,969.00)																$0.00	$14,819,081.00
CO #11, CR #25	5/8/18	5/22/18	Revise metal panels & ACM to Kidd Roofing	KIDD ROOFING		CHASCO		$73,201.00				($18,471.00)													($54,730.00)					$0.00	$14,819,081.00
CO #12, CR #26	5/8/18	5/10/18	Change quarries for stone veneer	WHITETAIL MASONRY		CHASCO		$7,632.00																	($7,632.00)				$0.00	$14,819,081.00
CO #13, CR #27	7/10/18	7/11/18	Fabricate steel counter supports	IMPRESSIONS ARCH.		CHASCO		$4,096.00																	($4,096.00)				$0.00	$14,819,081.00
CO #13, CR #28	7/10/18	7/11/18	Revise Finelite configuration per ASI #11	COLVIN ELECT.		KAH		$3,870.00																	($3,870.00)				$0.00	$14,819,081.00
CO #13, CR #29	7/10/18	7/11/18	Revised F fixture layout	COLVIN ELEC.		KAH		$5,504.00																	($5,504.00)				$0.00	$14,819,081.00
CO #13, CR #30	7/10/18	7/11/18	Adjust steel angle braces per RFI #79	DESIGN WELDING		CHASCO		$2,279.00																	($2,279.00)				$0.00	$14,819,081.00
CO #13, CR #31	7/10/18	7/11/18	Additional steel beam per RFI #32	DESIGN WELDING		CHASCO		$1,548.00																	($1,548.00)				$0.00	$14,819,081.00
CO #13, CR #32	7/10/18	7/11/18	Modify entry vesytibule	DESIGN WELDING		CHASCO		$2,160.00																	($2,160.00)				$0.00	$14,819,081.00
CO #13, CR #33	7/10/18	7/11/18	Add galvanized brick ledge at Pavilion	DESIGN WELDING		KAH		$6,679.00																	($6,679.00)				$0.00	$14,819,081.00
CO #13, CR #34	7/10/18	7/11/18	ADA roll in shower bases	ACCENT PLUMBING		ACCENT		$3,864.00																	($3,864.00)				$0.00	$14,819,081.00
CO #13, CR #35	7/10/18	7/11/18	Rake mortar joints at stone veneer by 1/2"	WHITETAIL MASONRY		KAH		$5,500.00																($5,500.00)					$0.00	$14,819,081.00
CO #13, CR #36	7/10/18	7/11/18	Revise door #122 per RFI #54	AMERICAN DOOR		KAH		$455.00																	($455.00)				$0.00	$14,819,081.00
CO #13, CR #37	7/10/18	7/11/18	Revise door #C106	AMERICAN DOOR		KAH		$474.25																	($474.25)				$0.00	$14,819,081.00
CO #13, CR #38	7/10/18	7/11/18	Revise millwork at JP 224 restroom	IMPRESSIONS ARCH.		KAH		($910.00)																	$910.00				$0.00	$14,819,081.00
CO #13, CR #39	7/10/18	7/11/18	Revise metal studs from 3 5/8" to 6"	CENTRAL TX DRYWALL		CHASCO		$503.23																	($503.23)				$0.00	$14,819,081.00
CO #13, CR #40	7/10/18	7/11/18	Revise ceiling tile to USG Mars Clima Plus	CENTRAL TX DRYWALL		CHASCO		($30,000.00)																	$30,000.00				$0.00	$14,819,081.00
CO #13, CR #41	7/10/18	7/11/18	Motorized shades at JP courtroom & Rm #226	EASTCREEK DESIGNS		KAH		$19,826.00																($19,826.00)					$0.00	$14,819,081.00
CO #13, CR #42	7/10/18	7/11/18	Revise irrigation to two wire system	LANDTEC		WILCO		$7,290.00																($7,290.00)					$0.00	$14,819,081.00
CO #13, CR #43	7/10/18	7/11/18	Metal roof trim to "Preweathered Galvalume"	TX FIFTH WALL ROOF		KAH		$3,300.00																	($3,300.00)				$0.00	$14,819,081.00
CO #13, CR #44	7/10/18	7/11/18	Credit to use shop fabricated parapet fascia	TX FIFTH WALL ROOF		TX FIFTH WALL		($2,485.00)																	$2,485.00				$0.00	$14,819,081.00
CO #13, CR #45	7/10/18	7/11/18	Install steel counter supports	CENTRAL TX DRYWALL		CHASCO		$901.64																	($901.64)				$0.00	$14,819,081.00
CO #14	7/17/18	7/17/18	Rm #226 Additional Wilco funding	WILCO		WILCO	21	$0.00																$ 100,000.00					$100,000.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 Reduce contractor's contingency	CHASCO		WILCO		$38,082.00																	($38,082.00)				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 add fee for contractor's contingency	CHASCO		CHASCO		($1,109.00)																			$ 1,109.00		$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce owner's contingency	WILCO		WILCO		$135,299.00																$ (135,299.00)					$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. reinf. allow.	CHASCO		CHASCO		$8,286.00									$ (8,286.00)											$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. steel allow.	CHASCO		CHASCO		$15.25										$ (15.25)											$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. utilities allow.	CHASCO		CHASCO		$1,257.00											$ (1,257.00)										$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. dirt & pav. allow.	CHASCO		CHASCO		$10,000.00			($10,000.00)																		$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce rented equip. allow.	CHASCO		CHASCO		$30,000.00		($30,000.00)																			$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. rough carpentry	CHASCO		CHASCO		$10,000.00	($10,000.00)																				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce buyout savings	CHASCO		CHASCO		$24,859.00																				$ (24,859.00)	$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce temp. lighting allow.	CHASCO		CHASCO		$2,761.87							$ (2,761.87)														$0.00	$14,919,081.00
							36		**$2,180.00**	**$30,000.00**	**$10,000.00**	**$0.00**	**$9,031.00**	**$0.00**	**$0.00**	**$10,000.00**	**$0.00**	**$0.00**	**$0.00**	**$70,000.00**	**$10,000.00**	**$60,000.00**	**$2,500.00**	**$52,377.44**	**$327,716.88**	**$449,630.00**	**$419,635.00**	**$71,088.00**	**$14,919,081.00**	**$14,919,081.00**

Commissioners Court - Regular Session **33.**

Meeting Date: 07/31/2018

2006 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $970,000 from SH 195 ROW (P149) to RM 620/Rail Road Bridge (P264).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2006 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Emmeline Palma		Started On: 07/24/2018 12:48 PM
Final Approval Date: 07/25/2018		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Auditor's Office

From: Michael J. Weaver

Date: July 24, 2018

Re: 2006 Road Bond Budget Adjustments

The County entered into an Interlocal Agreement (ILA) with the City of Round Rock to cost participate in the construction of a railroad overpass on RM 620 (just west of IH-35).

- Move $970,000.00 from P-149 SH 195 ROW to P-264 RM 620/RR Bridge.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **34.**

Meeting Date: 07/31/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $1,015,000 from 2013 Road Non-Departmental (P290) to Reagan Blvd @ IH-35 of $125,000, Bagdad Road @ CR 278 (P438) of $40,000, SH 29 Bypass/Inner Loop Phase I (P453) of $250,000 and CR 110 South Phase I (P260) of $600,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Emmeline Palma		Started On: 07/24/2018 12:58 PM
Final Approval Date: 07/25/2018		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: July 24, 2018

Re: 2013 Road Bond Budget Adjustments

Please make the following project budget adjustments to the 2013 Road Bond Program:

- Move $125,000.00 from P-290 Unallocated to P-231 Reagan Blvd. @ IH-35
- Move $40,000.00 from P-290 Unallocated to P-438 Bagdad Rd. @ CR 278
- Move $250,000.00 from P-290 Unallocated to P-453 SH 29 Bypass/Phase I
- Move $600,000.00 from P-290 Unallocated to P-260 CR 110 South Phase 1

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **35.**

Meeting Date: 07/31/2018

1803-219 Southwest Bypass Segment 2 Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000) for Southwest Bypass Segment 2, a Road Bond Project in Commissioner Pct. 3. Project: P243 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing site disturbing activities on any construction project that will disturb more than five (5) acres of land.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1803-219 Southwest Bypass Segment 2 Notice of Intent

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Dawn Haggard		Started On: 07/25/2018 01:17 PM
Final Approval Date: 07/26/2018		

TCEQ Office Use Only
Permit No:
CN:
RN:

Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly. **Incomplete applications delay approval or result in automatic denial.**

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: https://www3.tceq.texas.gov/steers/index.cfm

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is $325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is $225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: http://www.tceq.texas.gov/epay.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
  - Check/Money Order Number: Click here to enter text
  - Name printed on Check: Click here to enter text
- If payment was made via ePay, provide the following:
  - Voucher Number: Click here to enter text
  - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? ☐ Yes ☒ No

If Yes, provide the authorization number here: TXR15 Click here to enter text.

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: Click here to enter text.

Title: Judge Credentials: Click here to enter text.

Phone Number: 512-744-9082 Fax Number: Click here to enter text.

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Mailing Information if outside USA:

Territory: Click here to enter text.

Country Code: Click here to enter text. Postal Code: Click here to enter text.

d) Indicate the type of customer:

☐ Individual	☐ Federal Government
☐ Limited Partnership	☒ County Government
☐ General Partnership	☐ State Government
☐ Trust	☐ City Government
☐ Sole Proprietorship (D.B.A.)	☐ Other Government
☐ Corporation	☐ Other: Click here to enter text.
☐ Estate	

e) Is the applicant an independent operator? ☐ Yes ☒ No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

☐ 0-20
☐ 21-100
☐ 101-250
☐ 251-500
☒ 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: Click here to enter text.

Federal Tax ID: Click here to enter text.

Texas Secretary of State Charter (filing) Number: Click here to enter text.

DUNS Number (if known): Click here to enter text.

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3

☒ No, complete this section

Prefix (Mr. Ms. Miss): Miss

First and Last Name: Dawn Haggard Suffix: Click here to enter text.

Title: Construction Project Administrator Credential: Click here to enter text.

Organization Name: Click here to enter text.

Phone Number: 512-744-9082 Fax Number: Click here to enter text.

E-mail: dhaggard@hntb.com

Mailing Address: 101 E. Old Settlers Blvd Ste 100

Internal Routing (Mail Code, Etc.): Click here to enter text.

City, State, and Zip Code: Round Rock, TX 78664

Mailing information if outside USA:

Territory: Click here to enter text.

Country Code: Click here to enter text. Postal Code: Click here to enter text.

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN Click here to enter text.

(Refer to Section 3.a) of the Instructions)

b) Name of project or site (the name known by the community where it's located): Southwest Bypass Segment 2

c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Southwest Bypass Segment 2 – Construction of Two-way roadway and bridge from IH 35 to RM 2243.

d) County or Counties (if located in more than one): Williamson

e) Latitude: **30°36'29" N** Longitude: **97°42'13" W**

f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name: 2125 Leander Rd

City, State, and Zip Code: Georgetown, TX 78628

Section B:

Location Description: Southwest Bypass Segment 2 – constructing new roadway and bridge from IH 35 to RM 2243.

City (or city nearest to) where the site is located: Georgetown

Zip Code where the site is located: 78628

SECTION 4. GENERAL CHARACTERISTICS

a) Is the project or site located on Indian Country Lands?

☐ Yes, do not submit this form. You must obtain authorization through EPA Region 6.

☒ No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

☐ Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.

☒ No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? **1611**

d) What is the Secondary SIC Code(s), if applicable? 1622

e) What is the total number of acres to be disturbed? 56.07

f) Is the project part of a larger common plan of development or sale?

☐ Yes

☒ No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.

g) What is the estimated start date of the project? 8/1/2018

h) What is the estimated end date of the project? 9/30/2019

i) Will concrete truck washout be performed at the site? ☒ Yes ☐ No

j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? S Fork San Gabriel River

k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1250

l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?

☒ Yes ☐ No

If Yes, provide the name of the MS4 operator: Georgetown

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?

☒ Yes, complete the certification below.

☐ No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. ☒ Yes

SECTION 5. NOI CERTIFICATION

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☒ Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☒ Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☒ Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). ☒ Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____Date: _____

Commissioners Court - Regular Session **36.**

Meeting Date: 07/31/2018

Hairy Man Road Antiquities Permit

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Hairy Man Road Project in Commissioner Pct. 1.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hairy Man Road Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Dawn Haggard		Started On: 07/25/2018 01:48 PM
Final Approval Date: 07/26/2018		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archeological Investigations of the Hairy Man Road/Brushy Creek Road Improvements from the Walsh Drive to Sam Bass Road
County (ies) Williamson County
USGS Quadrangle Name and Number Round Rock (3097-312)
UTM Coordinates Zone 14 E 620391 N 3376986
Location Hairy Man Road/Brushy Creek between Walsh Drive and Sam Bass Road
Federal Involvement ☒ Yes ☐ No
Name of Federal Agency U.S. Army Corp of Engineers
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner (Controlling Agency)Williamson County
Representative Dan Gattis, County Judge
Address 710 South Main, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor same as above
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name sameLaura I. Acuña
Affiliation Atkins North America, Inc.
Address 15900 La Cantera Parkway, Suite 26200
City/State/Zip San Antonio, Texas 78256
Telephone (include area code) 210-828-9494Email Address Laura.Acuna@atkinsglobal.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 2018
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached Research Design

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Atkins North America Inc. Laboratory
Permanent Curatorial Facility Center for Archeological Studies at Texas State University

IV. LAND OWNER'S CERTIFICATION

I, Dan Gattis, as legal representative of the Land Owner,
Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be preformed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Same as above, as legal representative of the Sponsor,
Same as above, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Laura I. Acuña, as Principal Investigator employed by
Atkins North America, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Laura I. Acuña _____ Date 07/24/2018

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

Field Survey Investigations

Atkins archaeologists will conduct an intensive pedestrian archaeological field survey with shovel testing within the entire APE (area of potential effects) that will be of sufficient intensity to determine the nature, extent, and, if possible, significance of any cultural resources located within the project area. The survey will meet the Texas Historical Commission's (THC) minimum archaeological survey standards for the proposed investigations. The minimum survey standards require 16 shovel tests per 1-mile, 30-m (100-ft) transect. The archaeological field crews will judgmentally employ shovel testing to probe for subsurface cultural materials, and will visually inspect the ground surface and any available cut bank exposures. The frequency and intensity of the shovel testing regime will be keyed to the level of disturbance of the proposed project area and the nature of the soils, geology, and topography. Shovel tests will consist of excavating in 20-cm arbitrary levels to a 1-meter (m) depth or to pre-Holocene deposits, whichever comes first, and screening the matrix through ¼-inch mesh, unless it is dominated by clay; clay soils will be hand sorted and visually inspected for the presence of cultural materials. Atkins will plot each shovel test location using a sub-meter GPS receiver, and record each test on appropriate project field forms. Any areas determined in the field to be sufficiently deflated, disturbed and/or contaminated as to not require shovel testing will be documented and the reason for not conducting shovel tests in that area shall be explained in the report.

During the survey, all located cultural resources will be fully defined within the APE. Field crews will explore any archaeological sites encountered during the investigations to the maximum extent possible (within the APE) and with consideration to land access constraints. Sites will be defined by a minimum of six shovel tests except in areas where ground surface visibility is greater than 30 percent or where precluded by soil conditions, disturbances, or project boundaries. Site features, settings, and representative cultural materials will be photographed, mapped, and marked with a GPS device. A detailed plan map of each site will be produced using standard techniques and features. Site boundaries will be documented using sub-meter GPS receiver. A State of Texas Archeological Site Form will be filled out for each site identified and submitted to Texas Archeological Research Laboratory for the assignment of a trinomial. All shovel tests will be immediately backfilled upon completion of documentation and before additional shovel tests are dug.

Atkins is proposing a non-collection survey for all the work performed for the project. Artifacts, if found, will be analyzed, documented, and tabulated in the field. Diagnostic artifacts will be described in detail and photographed in the field, then reburied. However, if a significant or rare diagnostic artifact or resource is found, Atkins may consider the collection of the artifact to assess the site's significance.

Commissioners Court - Regular Session **37.**

Meeting Date: 07/31/2018

Hairy Man Road Transfer of Ownership for Archeological Collections

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate actions regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS), for archeological collections (field records, photos, and reports) obtained as part of the Texas Historical Commission permit process on Hairy Man Road, a Road Bond Project in Commissioner Pct. 1.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any specimens or records are to be kept by the CAS. Upon completion of the permitted project, a copy of the final report will be provided to CAS per 13 TAC 26.16 and 26.17 for their records. If any specimens are obtained, an updated Letter of Transfer will be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hairy Man Rd Transfer of Ownership

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Dawn Haggard		Started On: 07/25/2018 01:57 PM
Final Approval Date: 07/26/2018		

For CAS Use Only CAS Accn#_____

SPONSOR/SUBMITTING ARCHAEOLOGIST LETTER OF TRANSFER/OWNERSHIP

I, the authorized agent(s) of the sponsor and/or the submitting archeology company, do hereby donate and convey to the Center for Archaeological Studies, Texas State University, all rights, title, and interest that the undersigned possess regarding the archeological collections (specimens and/or records) from the following:

Project Archeological Investigations of the Hairy Man Road/Brushy Creek Road Improvements from Walsh Drive to Sam Bass Road

Project No. 100055376 County(ies) Williamson County

Permitting Agency Texas Historical Commission Permit #

Description of materials Field records, photos, and report.

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Center for Archaeological Studies (CAS) in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the CAS, subject to the terms and conditions, if any, stated below.

Terms and Conditions: N/A

Signature - Authorized Agent of Sponsor	Signature - Authorized Agent of Sub. Arch. Laura I. Acuña
Auth. Agent of Sponsor (type or print) Dan Gattis	Auth. Agent of Sub. Arch. (type or print) Laura I. Acuña
Title/Position Williamson County Judge	Title/Position Principal Investigator
Date	Date 07/24/2018
Address: 710 South Main Street, Suite 101	Address: 15900 La Cantera Parkway, Suite 26200
City, State, Zip Georgetown, Texas 78626	City, State, Zip San Antonio, Texas, 78256

Center for Archaeological Studies, Texas State University, 601 University Drive, San Marcos, Texas, 78666 (512) 245-2724 Fax(512) 245-8076

Commissioners Court - Regular Session **38.**

Meeting Date: 07/31/2018

LCRA Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract to convey to LCRA Transmission Services Corporation for 3.67 AC and 4.98 AC tracts of County property.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LCRA Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 12:00 PM
Form Started By: Charlie Crossfield		Started On: 07/26/2018 11:55 AM
Final Approval Date: 07/26/2018		

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Seller") and the LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation and instrumentality of the Lower Colorado River Authority (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tracts of land described as follows:

Tract One:
Being a 3.67-acre tract of land situated in a portion of the E. D. Harmon Survey, Abstract No. 6 and the M. Hicks Survey, Abstract No. 287, said 3.67-acre tract being the remainder of Lot 5, Block 3, Ridgmar Landing as recorded in Cabinet D, Slide 67, Plat Records, Williamson County, Texas and being conveyed as "Tract 1" in deed from Ridgmar Landing Limited Company to Williamson County, Texas, dated January 5, 2003, as recorded in Document No. 2003006077, Official Public Records of Williamson County, Texas; said 3.67-acre tract being more particularly described by metes and bounds and sketch in the survey notes and sketch attached hereto as Exhibit "A"; and

Tract Two:
Being a 4.98-acre tract of land situated in a portion of the E. D. Harmon Survey, Abstract No. 6, said 4.98-acre tract being a re-survey of that portion of Lot 6, Block 3, Ridgmar Landing, as recorded in Cabinet D, Slide 67, Plat Records, Williamson County, Texas and being conveyed as "Tract 2" in deed from Ridgmar Landing Limited Company to Williamson County, Texas, dated January 5, 2003, as recorded in Document No. 2003006077, Official Public Records of Williamson County, Texas; said 4.98-acre tract being more particularly described by metes and bounds and sketch in the survey notes and sketch attached hereto as Exhibit "B".

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND and 00/100 Dollars ($1,870,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

Title

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

date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY,

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company (the "Title Company") or another title company of Seller's choosing, on or before August 17, 2018 or at such time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Purchaser in fee simple to all of the Property, free and clear of any and all liens and restrictions, except for the following:

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

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

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in a form substantially similar to that shown in Exhibit "C" attached hereto and incorporated herein.

(2) Cooperate, to the extent required, to ensure that the Title Company will deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the promulgated form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price;

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may enforce specific performance of this Contract.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the purchase of the Property for any reason, except Seller's default, Purchaser may enforce specific performance of this Contract.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound; Total Agreement; Modification

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

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Time of Essence

8.05. Time is of the essence in this Contract.

Gender

8.06. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

No Recordation

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

Compliance

8.08. In accordance with the requirements of Section 1101.555 of the Texas Real Estate License Act, **PURCHASER IS HEREBY ADVISED THAT IT SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE OR PURCHASER SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF PURCHASER'S OWN SELECTION.**

Effective Date

8.09. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

Exhibits

8.11. The following Exhibits are attached hereto and incorporated herein:

- Exhibit "A": Tract One metes and bounds legal description and sketch
- Exhibit "B": Tract Two metes and bounds legal description and sketch
- Exhibit "C": Agreed Deed Form

[signature page follows]

SELLER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

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

Date:_____

PURCHASER:

LCRA TRANSMISSION SERVICES CORPORATION

By:_____
Steven T. Brown
Authorized Agent

Address: 3700 Lake Austin Blvd.
Austin, Texas 78703

Date:_____

EXHIBIT "A"

BEING A METES AND BOUNDS DESCRIPTION FOR A 3.67 ACRE TRACT OF LAND SITUATED IN A PORTION OF THE E.D. HARMON SURVEY, ABSTRACT NO. 6 AND THE M. HICKS SURVEY, ABSTRACT NO. 287, SAID 3.67 ACRE TRACT AND BEING THE REMAINDER OF LOT 5, BLOCK 3, RIDGMAR LANDING AS RECORDED IN CABINET D, SLIDE 67, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING CONVEYED AS "TRACT 1" IN DEED FROM RIDGMAR LANDING LIMITED COMPANY TO WILLIAMSON COUNTY, TEXAS, DATED JANUARY 5, 2003, AS RECORDED IN DOCUMENT NO. 2003006077, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE PERIMETER OF SAID 3.67 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with cap stamped "DIAMOND SURVEYING" found in the apparent west right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) for the northeast corner of this tract (Grid coordinates N= 10185148.06 US Feet, E= 3091066.70 US Feet), same being a common corner of a called 1.059 acre tract and 2.983 acre tract both being described in a right of entry, possession and construction easement agreement from Ridgmar Landing Limited Company, a Texas limited liability company to Williamson County, Texas, dated September 13, 2002, as recorded in Document No. 2002071222, Official Public Records, Williamson County, Texas, and a called 0.38 acre tract (Tract 4D) described in deed from Reagan & FM 2243, LTD., a Texas limited partnership to Beasley Tract, LP, a Texas limited partnership, dated May 27, 2011, as recorded in Document No. 2011035210, Official Public Records, Williamson County, Texas;

THENCE S 00°47'47" E, with the east line of said Lot 5, same being the west line of said Tract 4D, a distance of 282.95 feet to a calculated point on the northeast line of a called 0.149 acre tract described in deed from Ridgmar Landing Limited Company to Dale T. Raveney and Kathleen A. Raveney, dated February 12, 1998, as recorded in Document No. 9809504, Official Records, Williamson County, Texas, for the southwest corner of said Tract 4D, same being the southeast corner of this tract;

THENCE N 71°05'31" W, with the north line of said 0.149 acre tract, a distance of 134.55 feet to a calculated point for an interior angle point of this tract, same being the northwest corner of said 0.149 acre tract, same being the northeast corner of a called 0.18 acre tract (Tract 3) of land described in deed from Ridgmar Landing Limited Company to Robert L. Haddock, Jr. and wife, Jerry Lou Haddock, dated August 25, 1994, as recorded in Vol. 2598, Pg. 526, Official Records, Williamson County, Texas;

THENCE S 87°14'40" W, with the north line of said Tract 3, a distance of 227.44 feet to a calculated point on the west line of said Lot 5 and the east line of Lot 6, Block 3 for the southwest corner of this tract, same being the common corner of Tract 2, conveyed in deed from Ridgmar Landing Limited Company to Williamson County, Texas, dated January 5, 2003, as recorded in Document No. 2003006077, Official Public Records, Williamson County, Texas, Tract 3, and a called 0.01 acre tract (Tract 2) of land described in deed from Ridgmar Landing Limited Company to Robert L. Haddock, Jr. and wife, Jerry Lou Haddock, dated August 25, 1994, as recorded in Vol. 2598, Pg. 526, Official Records, Williamson County, Texas, from which a 1/2" iron rod found for the west corner of said 0.01 acre tract (Tract 2) bears, S 87°14'40" W, a distance of 73.65 feet;

THENCE N 09°48'41" E, with the west line of said Lot 5, same being the east line of said Lot 6, a distance of 736.89 feet to a 5/8" iron rod with cap stamped "SAM" set for the north corner of this tract, from which a 3/8" iron rod found at the common corner of said Lot 5 and Lot 6 bears, N 09°48'41" E, a distance of 2.93 feet;

THENCE S 29°00'45" E, with the west line of said 1.059 acre tract, a distance of 91.62 feet to a 5/8" iron rod with cap stamped "SAM" set at the beginning of a curve to the right, from which a 1/2" iron rod with cap stamped "DIAMOND SURVEYING" found at the northeast corner of said 2.983 acre tract, bears, N 73°56'21" E, a distance of 204.77 feet;

(INTENTIONALLY LEFT BLANK)

THENCE with the arc of said curve to the right, having a radius of 2764.54 feet, through a central angle of 08°24'37", an arc length of 405.80 feet, and a chord which bears S 24°48'27" E, a distance of 405.43 feet to a 5/8" iron rod with cap stamped "SAM" set, for an angle point of this tract on the apparent west right-of-way line of said Ronald Reagan Boulevard (right-of-way width varies), from which a 1/2" iron rod with cap stamped "Diamond Surveying" found bears S 70°27'03" W, a distance of 3.99 feet;

THENCE S 20°36'08" E, with a west line of said 1.059 acre tract, a distance of 29.61 feet to the **POINT OF BEGINNING.** Said tract contains 3.67 acres, more or less.

The field notes and plat attached hereto are an accurate representation of a survey made and monumented on the ground under my supervision in the month of March 2018.

3/28/18

Erik S. Milnes — Date
Registered Professional Land Surveyor No. 6622
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Texas Firm No. 10064300



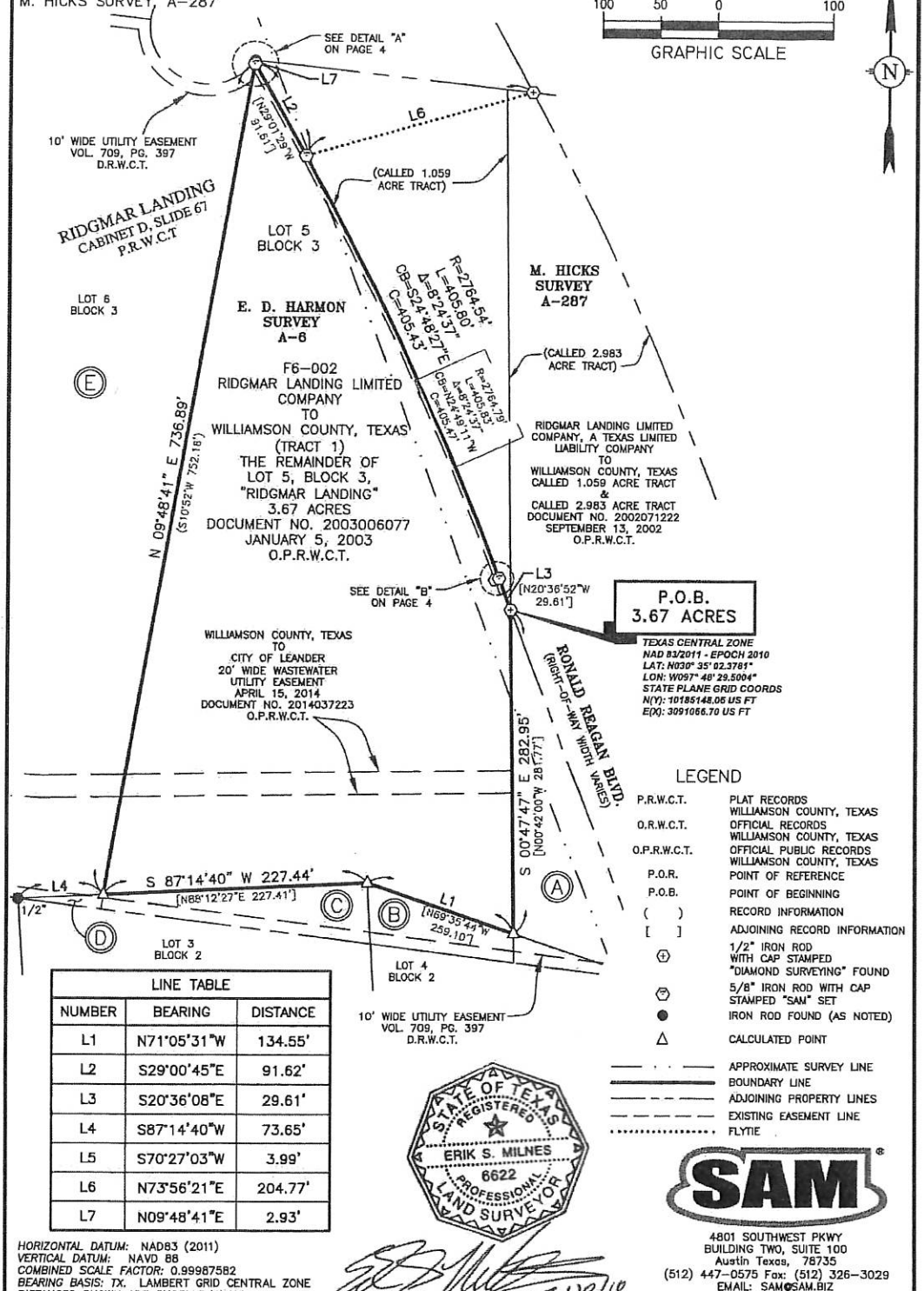
BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/NSRS 2011
Combined Scale Factor: 0.99987582 - All distances shown are surface values.
ACAD File: S741001A-003A.DWG
WORD File: S741001A-003A.DOCX

EXHIBIT "___" **LOWER COLORADO RIVER AUTHORITY** PAGE 3 OF 4

WILLIAMSON COUNTY, TEXAS
E.D. HARMON SURVEY, A-6
M. HICKS SURVEY, A-287

PARCEL # F6-002

100 50 0 100
GRAPHIC SCALE



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N71°05'31"W	134.55'
L2	S29°00'45"E	91.62'
L3	S20°36'08"E	29.61'
L4	S87°14'40"W	73.65'
L5	S70°27'03"W	3.99'
L6	N73°56'21"E	204.77'
L7	N09°48'41"E	2.93'

LEGEND

P.R.W.C.T.	PLAT 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.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
[ ]	ADJOINING RECORD INFORMATION
⊕	1/2" IRON ROD WITH CAP STAMPED "DIAMOND SURVEYING" FOUND
⊗	5/8" IRON ROD WITH CAP STAMPED "SAM" SET
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
— · —	APPROXIMATE SURVEY LINE
———	BOUNDARY LINE
— — —	ADJOINING PROPERTY LINES
— — —	EXISTING EASEMENT LINE
·····	FLYTIE

STATE OF TEXAS REGISTERED ERIK S. MILNES 6622 PROFESSIONAL LAND SURVEYOR

3/28/18

SAM
4801 SOUTHWEST PKWY
BUILDING TWO, SUITE 100
Austin Texas, 78735
(512) 447-0575 Fax: (512) 326-3029
EMAIL: SAM@SAM.BIZ
TX. FIRM NO. 10064300

HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.99987582
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

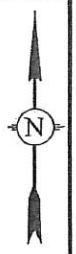
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WORD FILE: S741001A-003A.docx
REVISION:
SCALE: 1"=100'
DATE: 03/14/2017
WO NO.: 97324
FIELD BOOK: 30554
DRAWN BY: AA

PLAT SHOWING A 3.67 ACRE TRACT OF LAND BEING A PART OF LOT 5, BLOCK 3, RIDGMAR LANDING RECORDED IN CABINET D, SLIDE 67, P.R.W.C.T. AND IN THE E.D. HARMON SURVEY, A-6 AND M. HICKS SURVEY, A-287 WILLIAMSON COUNTY, TEXAS

LCRA
ENERGY • WATER • COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512)473-3200 www.lcra.org

WILLIAMSON COUNTY, TEXAS
E.D. HARMON SURVEY, A-6
M. HICKS SURVEY, A-287

PARCEL # F6-002



(A)
REAGAN & FM 2243, LTD., A TEXAS LIMITED PARTNERSHIP TO BEASLEY TRACT, LP, A TEXAS LIMITED PARTNERSHIP TRACT 4D CALLED 0.38 ACRE TRACT DOCUMENT NO. 2011035210 MAY 27, 2011 O.P.R.W.C.T.

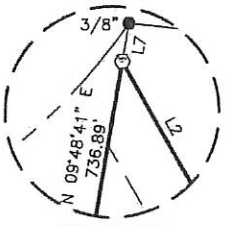
(B)
RIDGMAR LANDING LIMITED COMPANY TO DALE T. RAVENEY AND KATHLEEN A. RAVENEY CALLED 0.149 ACRE TRACT DOCUMENT NO. 9809504 FEBRUARY 12, 1998 O.R.W.C.T.

(C)
RIDGMAR LANDING LIMITED COMPANY TO ROBERT L. HADDOCK, JR. AND WIFE, JERRY LOU HADDOCK TRACT 3 CALLED 0.18 ACRE TRACT VOL. 2598, PG. 526 AUGUST 25, 1994 O.R.W.C.T.

(D)
RIDGMAR LANDING LIMITED COMPANY TO ROBERT L. HADDOCK, JR. AND WIFE, JERRY LOU HADDOCK TRACT 2 CALLED 0.01 ACRE TRACT VOL. 2598, PG. 526 AUGUST 25, 1994 O.R.W.C.T.

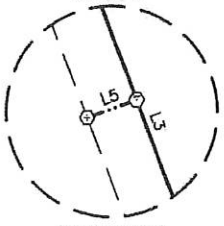
(E)
F6-003
F6-006
RIDGMAR LANDING LIMITED COMPANY TO WILLIAMSON COUNTY, TEXAS (TRACT 2) THE REMAINDER OF LOT 6, BLOCK 3, "RIDGMAR LANDING" DOCUMENT NO. 2003006077 JANUARY 5, 2003 O.P.R.W.C.T.

DETAIL "A"



(NOT TO SCALE)

DETAIL "B"



(NOT TO SCALE)



HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.99987582
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

SAM®
4801 SOUTHWEST PKWY
BUILDING TWO, SUITE 100
Austin Texas, 78735
(512) 447-0575 Fax: (512) 326-3029
EMAIL: SAM@SAM.BIZ
TX. FIRM NO. 10064300

ACAD FILE: S741001A-003A.dwg
WORD FILE: S741001A-003A.docx
REVISION:
SCALE: 1"=100'
DATE: 03/14/2017
WO NO.: 97324
FIELD BOOK: 30554
DRAWN BY: AA

PLAT SHOWING A 3.67 ACRE TRACT
OF LAND BEING A PART OF
LOT 5, BLOCK 3, RIDGMAR LANDING
RECORDED IN CABINET D, SLIDE 67, P.R.W.C.T.
AND IN THE
E.D. HARMON SURVEY, A-6 AND
M. HICKS SURVEY, A-287
WILLIAMSON COUNTY, TEXAS

LCRA
ENERGY•WATER•COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512)473-3200 www.lcra.org

EXHIBIT "B"

BEING A METES AND BOUNDS DESCRIPTION FOR A 4.98 ACRE TRACT OF LAND SITUATED IN A PORTION OF THE E. D. HARMON SURVEY, ABSTRACT NO. 6, SAID 4.98 ACRE TRACT BEING A RE-SURVEY OF THAT PORTION OF LOT 6, BLOCK 3, RIDGMAR LANDING, AS RECORDED IN CABINET D, SLIDE 67, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS WHICH WAS CONVEYED AS "TRACT 2" IN DEED FROM RIDGMAR LANDING LIMITED COMPANY TO WILLIAMSON COUNTY, TEXAS, DATED JANUARY 5, 2003, AS RECORDED IN DOCUMENT NO. 2003006077, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE PERIMETER OF SAID 4.98 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid coordinates N=10185688.40 US Feet, E=3090532.89 US Feet) on the east line of a called 12.88 acre tract, described in deed from Edna Boyd Beasley, a single person to Beasley Tract, LP, a Texas limited partnership, dated May 27, 2011, as recorded in Document No. 2011035206, Official Public Records, Williamson County, Texas, for the northwest corner of this tract, same being the southwest corner of a called 1.37 acre tract (Tract 4C), described in deed from Reagan & FM 2243, LTD., a Texas limited partnership to Beasley Tract, LP, a Texas limited partnership, dated May 27, 2011, as recorded in Document No. 2011035210, Official Public Records, Williamson County, Texas, from which a 1/2" iron rod found bears N 05°24'47" E, a distance of 126.34 feet;

THENCE S 83°04'05" E, with the north line of said Lot 6, same being the south line of said Tract 4C, a distance of 220.59 feet to 1/2" iron rod found on a curve to the left for the most northern northeast corner of this tract and a southeast corner of said Tract 4C;

THENCE with the arc of said curve to the left, having a radius of 50.00 feet, through a central angle of 151°48'41", an arc length of 132.48 feet, and a chord which bears S 68°48'56" E, a distance of 96.99 feet to a 3/8" iron rod found, for the most eastern northeast corner of this tract, same being the northwest corner of Lot 5, Block 3, Ridgmar Landing and the northwest corner of a called 1.059 acre tract, described in Document No. 2002071222, Official Public Records, Williamson County, Texas;

THENCE S 09°48'41" W, with the east line of said Lot 6, same being the west line of said Lot 5 and said 1.059 acre tract, at 2.93 feet passing a calculated point for the west corner of said 1.059 acre tract, same being the north corner of Tract 1, described in deed from Ridgmar Landing Limited Company to Williamson County, Texas, dated January 5, 2003, as recorded in Document No. 2003006077, Official Public Records, Williamson County, Texas, and continuing with the east line of said Lot 6, same being the west line of said Lot 5 and said Tract 1, for a total distance of 739.82 feet to a calculated point for a common corner of a called 0.18 acre tract (Tract 3) and a called 0.01 acre tract (Tract 2) both being described in deed from Ridgmar Landing Limited Company to Robert L. Haddock, Jr. and wife, Jerry Lou Haddock, dated August 25, 1994, as recorded in Volume 2598, Page 526, Official Records, Williamson County, Texas, said Tract 1, and this tract, from which a 1/2" iron rod with cap stamped "Diamond Surveying" found bears N 54°28'31" E, a distance of 430.70 feet;

THENCE S 87°14'40" W, with the northwest line of said 0.01 acre tract (Tract 2), a distance of 73.65 feet to a 1/2" iron rod found on the south line of said Lot 6 for the most southern corner of this tract, same being the west corner of said 0.01 acre tract (Tract 2);

THENCE N 82°44'44" W, with the south line of said Lot 6, a distance of 183.56 feet to a calculated point for the southwest corner of said Lot 6, same being the southeast corner of said 12.88 acre tract;

(INTENTIONALLY LEFT BLANK)

THENCE N 05°21'27" E, with the west line of said Lot 6, same being the east line of said 12.88 acre tract, a distance of 774.42 feet to the **POINT OF BEGINNING**. Said tract contains 4.98 acres, more or less.

The field notes and plat attached hereto are an accurate representation of a survey made and monumented on the ground under my supervision in the month of March 2018.

3/28/18

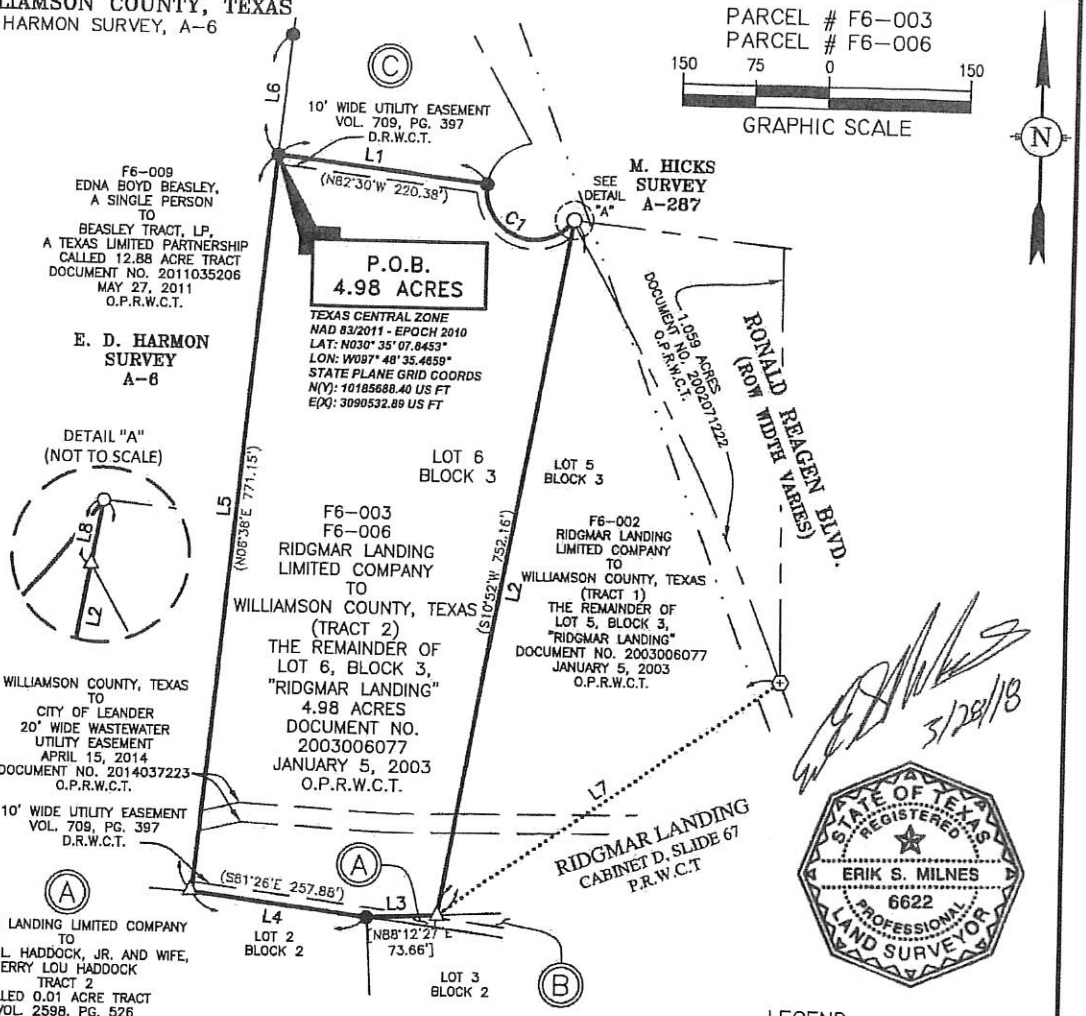
Erik S. Milnes
Registered Professional Land Surveyor No. 6622
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Texas Firm No. 10064300

Date



BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/NSRS 2011
Combined Scale Factor: 0.99987582 - All distances shown are surface values.
ACAD File: S741001A-002A.DWG
WORD File: S741001A-002A.DOCX

WILLIAMSON COUNTY, TEXAS
E.D. HARMON SURVEY, A-6



A
RIDGMAR LANDING LIMITED COMPANY
TO
ROBERT L. HADDOCK, JR. AND WIFE, JERRY LOU HADDOCK
TRACT 2
CALLED 0.01 ACRE TRACT
VOL. 2598, PG. 526
AUGUST 25, 1994
O.R.W.C.T.

B
RIDGMAR LANDING LIMITED COMPANY
TO
ROBERT L. HADDOCK, JR. AND WIFE, JERRY LOU HADDOCK
TRACT 3
CALLED 0.18 ACRE TRACT
VOL. 2598, PG. 526
AUGUST 25, 1994
O.R.W.C.T.

C
F6-008
REAGAN & FM 2243, LTD., A TEXAS LIMITED PARTNERSHIP
TO
BEASLEY TRACT, LP, A TEXAS LIMITED PARTNERSHIP
TRACT 4C
CALLED 1.37 ACRE TRACT
DOCUMENT NO. 2011035210
MAY 27, 2011
O.P.R.W.C.T.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S83°04'05"E	220.59'
L2	S09°48'41"W	739.82'
L3	S87°14'40"W	73.65'
L4	N82°44'44"W	183.56'
L5	N05°21'27"E	774.42'
L6	N05°24'47"E	126.34'
L7	N54°28'31"E	430.70'
L8	S09°48'41"W	2.93'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	151°48'41"	50.00'	132.48'	96.99'	S68°48'56"E

LEGEND

P.R.W.C.T.	PLAT 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.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
[ ]	ADJOINER RECORD INFORMATION
⊕	1/2" IRON ROD WITH CAP STAMPED "DIAMOND SURVEYING" FOUND
⊗	5/8" IRON ROD WITH CAP STAMPED "SAM" SET
△	CALCULATED POINT
●	1/2" IRON ROD FOUND
○	3/8" IRON ROD FOUND
—— · ——	APPROXIMATE SURVEY LINE
————	BOUNDARY LINE
—— — ——	ADJOINING PROPERTY LINES
— — — —	EXISTING EASEMENT LINE
.....	FLYTIE

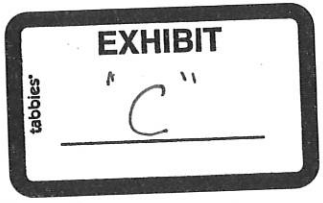
HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: .99987582
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

SAM®
4801 SOUTHWEST PKWY
BUILDING TWO, SUITE 100
Austin Texas, 78735
(512) 447-0575 Fax: (512) 326-3029
EMAIL: SAM@SAM.BIZ
TX. FIRM NO. 10064300

ACAD FILE: S741001A-002A.dwg
WORD FILE: S741001A-002A.docx
REVISION:
SCALE: 1"=150'
DATE: 03/14/2017
WO NO.: 97324
FIELD BOOK: 30554
DRAWN BY: JBC

PLAT SHOWING A 4.98 ACRE TRACT OF LAND BEING A PART OF LOT 6, BLOCK 3, RIDGMAR LANDING, RECORDED IN CABINET D, SLIDE 67, P.R.W.C.T. AND IN THE E.D. HARMON SURVEY, A-6 WILLIAMSON COUNTY, TEXAS

LCRA
ENERGY•WATER•COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512)473-3200 www.lcra.org



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

SPECIAL WARRANTY DEED

Date to be Effective: _____, 2018

Grantor: WILLIAMSON COUNTY, TEXAS

Grantor's Mailing Address:

710 Main Street
Suite 101
Georgetown, Williamson County, Texas 78626

Grantee: LOWER COLORADO RIVER AUTHORITY

Grantee's Mailing Address:

3505 Montopolis Drive
Austin, Travis County, Texas 78744

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

Tract One:
Being a 3.67-acre tract of land situated in a portion of the E. D. Harmon Survey, Abstract No. 6 and the M. Hicks Survey, Abstract No. 287, said 3.67-acre tract being the remainder of Lot 5, Block 3, Ridgmar Landing as recorded in Cabinet D, Slide 67, Plat Records, Williamson County, Texas and being conveyed as "Tract 1" in deed from Ridgmar Landing Limited Company to Williamson County, Texas, dated January 5, 2003, as recorded in Document No. 2003006077, Official Public Records of Williamson County, Texas; said 3.67-acre tract being more particularly described by metes and bounds and sketch in the survey notes and sketch attached hereto as Exhibit "A"; and

Tract Two:

Being a 4.98-acre tract of land situated in a portion of the E. D. Harmon Survey, Abstract No. 6 and the M. Hicks Survey, Abstract No. 287, said 4.98-acre tract being the remainder of Lot 6, Block 3, Ridgmar Landing as recorded in Cabinet D, Slide 67, Plat Records, Williamson County, Texas and being conveyed as "Tract 2" in deed from Ridgmar Landing Limited Company to Williamson County, Texas, dated January 5, 2003, as recorded in Document No. 2003006077, Official Public Records of Williamson County, Texas; said 4.98-acre tract being more particularly described by metes and bounds and sketch in the survey notes and sketch attached hereto as Exhibit "B".

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS SPECIAL WARRANTY DEED. GRANTEE DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS SPECIAL WARRANTY DEED. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE GRANTOR, EXCEPT THOSE EXPRESSLY INDICATED IN THIS SPECIAL WARRANTY DEED.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assignees forever. Grantor's successors, administrators, assignees and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assignees against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
DAN GATTIS, COUNTY JUDGE

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2018, by DAN GATTIS, County Judge of WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Commissioners Court - Regular Session **39.**

Meeting Date: 07/31/2018

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 updating compensation policies in the Employee Policy Manual, Budget Order and Budget Policy where applicable.

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	07/25/2018 11:46 AM
Form Started By: Tara Raymore		Started On: 07/25/2018 11:22 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **40.**

Meeting Date: 07/31/2018

Proposed maximum total tax rate for Williamson County and RFM for tax year 2018

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to include a record vote on a proposed total maximum tax rate for Williamson County and R/FM for tax year 2018.

Background

Take a record vote on a total proposed tax rate for the 2018 tax year. The proposed rate is the sum of M&O, I&S and R/FM. You do not need to discuss or vote on the individual rates.

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	07/26/2018 10:18 AM
Form Started By: Judy Kocian		Started On: 06/25/2018 11:57 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **41.**

Meeting Date: 07/31/2018

Discuss consider and take appropriate action on scheduling two public hearing dates

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on scheduling two public hearing dates if the proposed maximum total tax rate exceeds the total effective tax rate of $0.446403.

Background

If the proposed tax rate is exceeds the effective rate of $0.446403, The Court must schedule two public hearings prior to the tax rate adoption. The rollback rate is $0.475819. It is recommended that those public hearings are scheduled on the following dates prior to adopting the tax rate. This allows for the tax rate to be adopted on August 28th at the same meeting as the budget adoption.

1st Public Hearing - August 14th
2nd Public Hearing - August 21st

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	07/26/2018 10:18 AM
Form Started By: Judy Kocian		Started On: 06/25/2018 11:59 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **42.**

Meeting Date: 07/31/2018

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Leander for the Crystal Springs Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the City of Leander for the Crystal Springs Public Improvement District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. All completed originals should be returned to the Tax Assessor/ Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Crystal Springs PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 11:46 AM
Form Started By: Judy Kocian		Started On: 07/25/2018 10:07 AM
Final Approval Date: 07/25/2018		

THE STATE OF TEXAS	§	**ASSESSMENT COLLECTION AGREEMENT**
	§	**FOR THE CRYSTAL SPRINGS PUBLIC**
COUNTY OF WILLIAMSON	§	**IMPROVEMENT DISTRICT**

WHEREAS, the City of Leander, a Texas home rule municipality, and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Leander, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within the Crystal Springs Public Improvement District located within Leander, Williamson County, Texas (the "Crystal Springs PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Crystal Springs PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about April 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/ Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective

the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Dan A. Gattis, County Judge
County of Williamson

_____
Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

_____
Troy Hill, Mayor

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. 18-017-00

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF ASSESSMENT

WHEREAS, the City of Leander desires to levy an assessment in each fiscal year within the Crystal Springs Public Improvement District located in Leander, Williamson County, Texas (the "Crystal Springs PID"), in accordance with the service and assessment plan and the ordinance levying assessments for the Crystal Springs PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Leander finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER THAT:

The Mayor of the City of Leander is hereby authorized and directed to enter into a contract with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the City Council of the City of Leander, Texas on the 19th day of July, 2018.

Troy Hill, Mayor

ATTEST:

Dara Crabtree, City Secretary

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF ASSESSMENT TAXES

WHEREAS, the County of Williamson performs assessment collection for taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with the City of Leander for the collection of assessments levied within the Crystal Springs Public Improvement District located in Leander, Williamson County, Texas (the "Crystal Springs PID");

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

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with the City of Leander in the form attached hereto as Exhibit A for the collection of assessment taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 20__.

_____

Dan A. Gattis, County Judge
County of Williamson

Commissioners Court - Regular Session **43.**

Meeting Date: 07/31/2018

Discussion regarding the Williamson County Fire Marshal and Special Operations Office as a TCOLE organization pursuant to Tex. Loc. Gov't Code Ch. 352

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 regarding the Williamson County Fire Marshal Office becoming a TCOLE organization pursuant to Tex. Loc. Govt. Code Ch. 352

Background

The steps to create a TCOE organization, as well as Local Govt. Code 352, are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Local Govt. Code 352

Steps to Create a TCOLE Org.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:20 AM
Form Started By: Kelly Luna		Started On: 07/26/2018 09:44 AM
Final Approval Date: 07/26/2018		

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE B. COUNTY PUBLIC SAFETY

CHAPTER 352. COUNTY FIRE PROTECTION

SUBCHAPTER A. PROTECTION OF COUNTY RESIDENTS

Sec. 352.001. FIRE PROTECTION OF COUNTY RESIDENTS. (a) The commissioners court of a county may furnish fire protection or fire-fighting equipment to the residents of the county or of an adjoining county who live outside municipalities.

(b) The commissioners court may:

(1) purchase fire trucks or other fire-fighting equipment;

(2) issue time warrants and levy and collect taxes to pay the principal of and interest on the time warrants as provided by law; and

(3) contract with the governing body of a municipality located within the county or within an adjoining county to use fire trucks or other fire-fighting equipment that belongs to the municipality.

(c) The commissioners court of a county may contract with an incorporated volunteer fire department that is located within the county to provide fire protection to an area of the county that is located outside the municipalities in the county. The court may pay for that protection from the general fund of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.002. USE OF SURPLUS OR SALVAGE PROPERTY BY VOLUNTEER FIRE DEPARTMENT. (a) In this section:

(1) "Surplus property" means personal property that is in excess of the needs of its owner, that is not required for the owner's foreseeable needs, and that possesses some usefulness for the purpose for which it was intended or for some other purpose.

(2) "Salvage property" means personal property, other than wastepaper, that because of use, time, or accident is so damaged, used, or consumed that it has no value for the purpose for which it was originally intended.

(b) The commissioners court of a county may contract to supply surplus or salvage property to any incorporated volunteer fire department with which the commissioners court has contracted under Section 352.001.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.003. FIRE PROTECTION IN CERTAIN COUNTIES. (a) For use in protecting bridges, county shops, county warehouses, and other property located outside the municipalities in a county with a population of 350,001 to 449,999, the commissioners court of the county may:

(1) purchase fire trucks and other fire-fighting equipment; and

(2) contract with a centrally located municipality within the county for the operation and maintenance of the equipment.

(b) In a county with a population of less than 20,000 and a property valuation of more than $100 million according to the most recently approved county tax rolls, the commissioners court of the county may:

(1) contract with the governing bodies of municipalities in the county for the furnishing by the municipalities of fire protection outside the municipalities; and

(2) appropriate funds to pay the municipalities.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.004. AGENCY; LIABILITY. (a) In this section, "furnishing fire protection" includes traveling to or from a fire.

(b) The act of a person who, in carrying out a county's authority to provide fire protection, furnishes fire protection to a county resident who lives outside the municipalities in the county, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the county.

(c) A municipality is not liable for the act of its employee in fighting fires outside the municipality under a contract between the commissioners court of the county and the governing body of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.005. CONTRACTUAL PROVISION OF FIRE-FIGHTING EQUIPMENT OR SERVICES. (a) This section applies to a county with a population of 350,000 or more.

(b) By an order or resolution passed by majority vote, the governing body of a municipality that has a volunteer fire department recognized by the State Board of Insurance may petition the commissioners court to furnish fire-fighting equipment to the municipality. The commissioners court may contract with the petitioning governing body to furnish the equipment if the governing body shows that the municipality is eligible to receive the service and benefit

of the equipment by compliance with this section.

(c) A group of at least 25 county residents who live in an unincorporated community in the county, who are qualified to vote in a county bond election, and who have organized or will organize within a reasonable time a volunteer fire department recognized by the State Board of Insurance may petition the commissioners court of the county to furnish fire-fighting equipment to the group. The commissioners court may contract with the petitioning residents to furnish the equipment.

(d) The commissioners court may provide the fire-fighting equipment for the use and benefit of the petitioner under a contract subject to the conditions that the petitioner shall:

(1) furnish a satisfactory place in which to keep the equipment;

(2) pay all the costs of operating the equipment; and

(3) furnish the personnel necessary to operate the equipment.

(e) The county shall keep the fire-fighting equipment in good working order and make all necessary repairs or replacements. The commissioners court shall determine if a repair or replacement is necessary and shall require that repair work, including labor and materials, be provided as much as possible by the court's shops that it designates. The commissioners court may provide the petitioner with at least one emergency unit of fire-fighting equipment to be used while the regular unit is being repaired or replaced. The commissioners court may use an available truck or other equipment if it is unable to acquire a new truck or equipment for the purpose of building or equipping the fire-fighting equipment.

(f) The petitioner is responsible for the safekeeping of the fire-fighting equipment and is liable to the county for any loss through theft, or, if the petitioner is a municipality, through negligence by an officer, agent, or employee of the municipality, or, if the petitioner is a group of county residents, through negligence by one of those residents who handles or operates the equipment.

(g) Before a unit of fire-fighting equipment is delivered to a petitioner, the petitioner must post a bond with good and sufficient surety, payable to the county, in an amount fixed by the commissioners court that does not exceed the initial cost of the unit of fire-fighting equipment. The bond must be conditioned on payment to the county of the amount of the actual loss to each unit of equipment, or part of a unit, that results from theft or negligence for which the petitioner is liable.

(h) The fire-fighting equipment shall remain in the county. The commissioners court may inspect the equipment at any time and may repossess the equipment for noncompliance with this section by the petitioner.

(i) For the purpose of fighting fires outside the limits of a municipality, the commissioners court may contract with any municipality in the county for the use of fire-fighting equipment and the use and service of the equipment by the municipal fire department. The contract shall be on the terms and conditions agreed to by the commissioners court and the governing authority of the municipality. The commissioners court shall pay the costs of the items covered by the contract from the general fund of the county.

(j) Fire-fighting equipment purchased by a county for the purpose of furnishing equipment under this section is subject to the competitive bidding requirements applicable to other county purchases.

(k) The commissioners court shall pay the costs of administering this section from the general fund of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.006. SALE OF USED FIRE PROTECTION OR FIRE-FIGHTING EQUIPMENT TO CERTAIN VOLUNTEER FIRE DEPARTMENTS. (a) In this section, "volunteer fire department" means an association that:

(1) operates fire-fighting equipment;

(2) is organized primarily to provide and actively provides fire-fighting services;

(3) does not pay its members compensation other than nominal compensation; and

(4) does not distribute any of its income to its members, officers, or governing body, other than for reimbursement of expenses.

(b) Notwithstanding Subchapter D, Chapter 263, or other law, the commissioners court of a county may sell used fire-fighting equipment, excluding equipment described in Sections 419.040 and 419.041, Government Code, to a volunteer fire department for eight percent of the original purchase value of the equipment if:

(1) the fire protection or fire-fighting equipment is at least 15 years old and met the National Fire Protection Association standards at the original time of purchase; and

(2) the volunteer fire department provides fire protection to an area within the county.

Added by Acts 2003, 78th Leg., ch. 952, Sec. 1, eff. Sept. 1, 2003.

SUBCHAPTER B. COUNTY FIRE MARSHAL

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office

facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.

(b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.013. INVESTIGATION OF FIRES. (a) The county fire marshal shall:

(1) investigate the cause, origin, and circumstances of fires that occur within the county but outside the municipalities in the county and that destroy or damage property or cause injury; and

(2) determine whether a fire was the result of negligent or intentional conduct.

(b) The commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal. The county fire marshal shall begin an investigation within 24 hours after the receipt of information regarding a fire that warrants investigation under commissioners court rules and procedures. The 24-hour period does not include a Sunday.

(c) In the performance of official duties, the county fire marshal, at any time of day, may enter and examine a structure where a fire has occurred and may examine adjacent premises.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.014. RECORD OF INVESTIGATION. The county fire marshal shall keep a record of each fire that the marshal is required to investigate. The record must include the facts, statistics, and circumstances determined by the investigation, including the origin of the fire and the estimated amount of the loss. Each fire department and state or local agency that provides emergency

medical services must submit reports requested by the county fire marshal in a timely manner.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1248, Sec. 64, eff. Sept. 1, 1989; Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.015. ARSON INVESTIGATION. (a) If the county fire marshal determines that further investigation of a fire or of an attempt to set a fire is necessary, the marshal may:

(1) subpoena witnesses to testify regarding the fire or attempt;

(2) administer oaths to the witnesses;

(3) take and preserve written statements, affidavits, and depositions; and

(4) require the production of an instrument that is pertinent to the investigation.

(b) The county fire marshal shall file in a court of competent jurisdiction a complaint charging arson, attempted arson, conspiracy to defraud, or any other crime against a person the marshal believes to be guilty.

(c) The county fire marshal shall file charges under Section 352.021 in a court of competent jurisdiction against a witness who refuses to cooperate with the investigation.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.016. INSPECTION OR REVIEW OF PLAN FOR FIRE OR LIFE SAFETY HAZARDS. (a) In this section, "fire or life safety hazard" means any condition that endangers the safety of a structure or its occupants and promotes or causes fire or combustion, including:

(1) the presence of a flammable substance;

(2) a dangerous or dilapidated wall, ceiling, or other structural element;

(3) improper electrical components, heating, or other building services or facilities;

(4) the presence of a dangerous chimney, flue, pipe, main, or stove, or of dangerous wiring;

(5) dangerous storage, including storage or use of hazardous substances; or

(6) inappropriate means of egress, fire protection, or other fire-related safeguard.

(b) In the interest of safety and fire prevention, the county fire

marshal may inspect for fire or life safety hazards any structure, appurtenance, fixture, or real property located within 500 feet of a structure, appurtenance, or fixture. The marshal shall inspect a structure for fire or life safety hazards if called on to do so. In the absence of a county fire code, the county fire marshal may conduct an inspection using any nationally recognized code or standard adopted by the state. If the marshal determines the presence of a fire or life safety hazard, the marshal may order the owner or occupant of the premises to correct the hazardous situation. If ordered to do so, an owner or occupant shall correct the hazardous situation in accordance with the order.

(b-1) In the interest of safety and fire prevention, the county fire marshal shall, if required, and may, if requested, review the plans of a business, single-family residence, multi-family dwelling, or commercial property for fire or life safety hazards.

(c) The commissioners court by order may authorize the county fire marshal to charge a fee to the owner of a business, a multi-family dwelling, or commercial property for a plan review or inspection conducted under this section in a reasonable amount determined by the commissioners court to cover the cost of the plan review or inspection.

(d) The commissioners court by order may authorize the county fire marshal to charge a fee to the owner of a single-family residence for a plan review or inspection conducted under this section in a reasonable amount determined by the commissioners court to cover the cost of the plan review or inspection, if the plan review or inspection is requested by the owner of the property.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 358, Sec. 1, eff. June 14, 1989; Acts 1989, 71st Leg., ch. 760, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 851, Sec. 1, eff. Sept. 1, 1991; Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.017. PRIVACY OF EXAMINATIONS; SERVICE OF PROCESS. (a) In a proceeding under this subchapter, the county fire marshal may:

(1) conduct an investigation or examination in private;

(2) exclude a person who is not under examination; and

(3) separate witnesses from each other until each witness is examined.

(b) Service of process required by this subchapter shall be made by a peace officer and shall be signed by the county fire marshal or the fire marshal's deputy.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 2, eff. Sept. 1, 2003.

Sec. 352.018. EFFECT ON CIVIL ACTIONS. (a) An action taken by a county fire marshal in the investigation of a fire does not affect the rights of a policyholder or of any company regarding a loss caused by the fire.

(b) The result of an investigation by the county fire marshal of a fire may not be admitted in evidence in the trial of a civil action brought under the insurance policy.

(c) The statement of an insurance company, the company's officers, agents, or adjusters, or of a policyholder or the policyholder's representative, that is made to the county fire marshal or his representative with respect to the origin or cause or supposed origin or cause of the fire may not be admitted in evidence in or made the basis of a civil action for damages.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.019. COOPERATION WITH OTHER FIRE PROTECTION AGENCIES. (a) The county fire marshal shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion.

(b) The county fire marshal shall coordinate the work of the various fire-fighting and fire prevention units in the county. On request, the county fire marshal may assist a rural fire prevention district or emergency services district located wholly or partially in the county to accomplish its powers and duties.

(b-1) If the commissioners court establishes procedures for firefighter certification under Subsection (b), the commissioners court must ensure that the procedures are at least as stringent as the minimum qualifications set by the Texas Commission on Fire Protection under Section 419.032, Government Code. This subsection does not apply to a volunteer firefighter as defined by Section 419.001, Government Code.

(c) The county fire marshal or the county fire marshal's designee may perform as the incident commander in a major event if the incident commander of the responsible fire department consents. The county fire marshal may not enforce orders and decrees within a municipality in the county unless specifically required to do so by interlocal agreement and may act in a cooperative and advisory capacity there only on request.

(d) The county fire marshal shall cooperate with the state fire marshal to conduct fire prevention and fire-fighting activities or postfire

investigations. The county fire marshal shall aid or conduct an investigation in a municipality if requested by the state fire marshal, the municipality, or the fire chief of the municipality.

(e) A county commissioners court may authorize the fire marshal to provide training programs and operate a training facility for the various fire-fighting and fire prevention units in the county. The county may establish and collect a reasonable fee for the training programs, use of the facility, and services provided by the facility.

(f) The commissioners court and county fire marshal may jointly adopt voluntary guidelines, including voluntary funding guidelines, for fire departments located in unincorporated areas of the county, including fire departments located within rural fire prevention districts or emergency services districts, regarding participation in the Texas Fire Incident Reporting System (TXFIRS) or the National Fire Incident Reporting System (NFIRS), or both. The commissioners court may establish model procedures for voluntary use by the various fire departments in the county with respect to:

(1) emergency incident management;

(2) firefighter certification; and

(3) automatic mutual aid.

(g) If a commissioners court authorizes a fire marshal to provide training programs and operate a training facility under Subsection (e), the fire marshal must ensure that the training programs and operation of the training facility are at least as stringent as the minimum qualifications set by the Texas Commission on Fire Protection under Section 419.032, Government Code. This subsection does not apply to a volunteer firefighter as defined by Section 419.001, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 3, eff. Sept. 1, 2003.

Sec. 352.020. LIABILITY. The county fire marshal and the assistants and employees of the office are not liable in damages for any acts or omissions in the performance of their duties except in cases of gross negligence or wilful malfeasance.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.021. CONTEMPT OF FIRE INVESTIGATION PROCEEDINGS. (a) A person commits an offense if the person is a witness in connection with an investigation under Section 352.015 and refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any

book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

(a-1) A person commits an offense if the person is the owner of property subject to an investigation under Section 352.015 and the person refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

(b) An offense under this section is a misdemeanor punishable by a fine of not more than $2,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 4, eff. Sept. 1, 2003.
Amended by:

Acts 2005, 79th Leg., Ch. 960, Sec. 2, eff. September 1, 2005.

Sec. 352.022. PENALTY FOR FAILURE TO COMPLY WITH ORDER. An owner or occupant who is subject to an order issued under Section 352.016 commits an offense if that person fails to comply with the order. Each refusal to comply is a separate offense. The offense is a Class B misdemeanor unless it is shown on the trial of the offense that the defendant has been previously convicted two or more times under this section, in which event the offense is a state jail felony.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 5, eff. Sept. 1, 2003.

Sec. 352.023. EXEMPTION. This subchapter does not apply to a state agency that is authorized to prevent and extinguish forest and grass fires.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER C. FIREWORKS

Sec. 352.051. REGULATION OF RESTRICTED FIREWORKS. (a) For the purposes of this section the following definitions shall apply:

(1) "Restricted fireworks" means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins".

(2) "Drought conditions" means the existence immediately preceding or during the fireworks season of a Keetch-Byram Drought Index of 575 or greater.

(b)(1) The Texas Forest Service in the ordinary course of its activities shall determine whether drought conditions, as defined under Subsection (a)(2),

exist on average in any county requesting such a determination. The Texas Forest Service shall make available the measurement index guidelines used to determine whether drought conditions exist in a particular area. Following any determination that such drought conditions exist, the Texas Forest Service shall notify said county or counties when such drought conditions no longer exist. The Texas Forest Service shall make its services available each day during the Fourth of July and December fireworks seasons to respond to the request of any county for a determination whether drought conditions exist on average in the county.

(2) The Texas Forest Service shall be allowed to take such donations of equipment or funds as necessary to aid in the carrying out of this section.

(c) Upon a determination under this section that drought conditions exist on average in a specified county, the commissioners court of the county by order may prohibit or restrict the sale or use of restricted fireworks in the unincorporated area of the county. In addition, during the December fireworks season, the commissioners court of a county by order may restrict or prohibit the sale or use of restricted fireworks in specified areas when conditions on rural acreage in the county not under cultivation for a period of at least 12 months are determined to be extremely hazardous for the danger of fire because of high grass or dry vegetation.

(d) To facilitate compliance with an order adopted under Subsection (c), the order must be adopted before:

(1) April 25 of each year for the Cinco de Mayo fireworks season;

(2) June 15 of each year for the Fourth of July fireworks season; and

(3) December 15 of each year for each December fireworks season.

(e) An order issued under this section shall expire upon determination as provided under Subsection (b) that such drought conditions no longer exist.

(f) When a county issues an order restricting or prohibiting the sale or use of restricted fireworks under this section, the county may designate one or more areas of appropriate size and accessibility in the county as safe areas where the use of restricted fireworks is not prohibited, and the legislature encourages a county to designate such an area for that purpose. The safe area may be provided by the county, a municipality within the county, or an individual, business, or corporation. A safe area may be designated in and provided in the geographic area of the regulatory jurisdiction of a municipality if the activity conducted in the safe area is authorized by general law or a municipal regulation or ordinance. An area is considered safe if adequate public safety and fire protection services are provided to the area. A county, municipality, individual, business, or corporation is not liable for injuries or damages resulting from the designation, maintenance, or

use of the safe area.

(g) A person selling any type of fireworks, including restricted fireworks, in a county that has adopted an order under Subsection (c) shall, at every location at which the person sells fireworks in the county, provide reasonable notice of the order and reasonable notice of any location designated under Subsection (f) as a safe area.

(h) An affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by an order adopted under this section.

(i) A person commits an offense if the person knowingly or intentionally violates a prohibition established by an order issued under this section. An offense under this subsection is a Class C misdemeanor.

(j) A civil action against a county based on the county's actions under this section must be brought in the appropriate court in that county.

Added by Acts 1991, 72nd Leg., ch. 865, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 500, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 1399, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1244, Sec. 1 to 3, eff. Sept. 1, 1999. Renumbered from Sec. 240.904 by Acts 2001, 77th Leg., ch. 1420, Sec. 12.004, eff. Sept. 1, 2001.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1179, Sec. 7, eff. June 15, 2007.

SUBCHAPTER D. OUTDOOR BURNING

Sec. 352.081. REGULATION OF OUTDOOR BURNING. (a) In this section, "drought conditions" means the existence of a long-term deficit of moisture creating atypically severe conditions with increased wildfire occurrence as defined by the Texas Forest Service through the use of the Keetch-Byram Drought Index or, when that index is not available, through the use of a comparable measurement that takes into consideration the burning index, spread component, or ignition component for the particular area.

(b) On the request of the commissioners court of a county, the Texas Forest Service shall determine whether drought conditions exist in all or part of the county. The Texas Forest Service shall make available the measurement index guidelines that determine whether a particular area is in drought condition. Following a determination that drought conditions exist, the Texas Forest Service shall notify the county when drought conditions no longer exist. The Texas Forest Service may accept donations of equipment or funds as necessary to aid the Texas Forest Service in carrying out this section.

(c) The commissioners court of a county by order may prohibit or restrict

outdoor burning in general or outdoor burning of a particular substance in all or part of the unincorporated area of the county if:

(1) drought conditions have been determined to exist as provided by Subsection (b); or

(2) the commissioners court makes a finding that circumstances present in all or part of the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning.

(d) An order adopted under this section must specify the period during which outdoor burning is prohibited or restricted. The period may not extend beyond the 90th day after the date the order is adopted. A commissioners court may adopt an order under this section that takes effect on the expiration of a previous order adopted under this section.

(e) An order adopted under this section expires, as applicable, on the date:

(1) a determination is made under Subsection (b) that drought conditions no longer exist; or

(2) a determination is made by the commissioners court, or the county judge or fire marshal if designated for that purpose by the commissioners court, that the circumstances identified under Subsection (c)(2) no longer exist.

(f) This section does not apply to outdoor burning activities:

(1) related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission for:

(A) firefighter training;

(B) public utility, natural gas pipeline, or mining operations; or

(C) planting or harvesting of agriculture crops; or

(2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

(g) Any person is entitled to injunctive relief to prevent the violation or threatened violation of a prohibition or restriction established by an order adopted under this section.

(h) A person commits an offense if the person knowingly or intentionally violates a prohibition or restriction established by an order adopted under this section. An offense under this subsection is a Class C misdemeanor.

Added by Acts 1999, 76th Leg., ch. 1435, Sec. 1, eff. Aug. 30, 1999. Amended by Acts 2001, 77th Leg., ch. 1185, Sec. 1, eff. Sept. 1, 2001. Renumbered from Sec. 240.906 by Acts 2001, 77th Leg., ch. 1420, Sec. 12.004, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 495, Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1341, Sec. 20, eff. June 17, 2011.

Sec. 352.082. OUTDOOR BURNING OF HOUSEHOLD REFUSE IN CERTAIN RESIDENTIAL AREAS. (a) This section applies only to the unincorporated area of a county:

(1) that is adjacent to a county with a population of 3.3 million or more; and

(2) in which a planned community is located that has 20,000 or more acres of land, that was originally established under the Urban Growth and New Community Development Act of 1970 (42 U.S.C. Section 4501 et seq.), and that is subject to restrictive covenants containing ad valorem or annual variable budget based assessments on real property.

(b) In this section, "neighborhood" and "refuse" have the meanings assigned by Section 343.002, Health and Safety Code.

(c) A person commits an offense if the person intentionally or knowingly burns household refuse outdoors on a lot that is:

(1) located in a neighborhood; or

(2) smaller than five acres.

(d) An offense under this section is a Class C misdemeanor. On conviction of an offense under this section, the court shall require the defendant, in addition to any fine, to perform community service as provided by Section 16(e), Article 42.12, Code of Criminal Procedure.

Added by Acts 2005, 79th Leg., Ch. 904, Sec. 2, eff. September 1, 2005.

SUBCHAPTER E. GATED COMMUNITIES AND MULTI-UNIT HOUSING PROJECTS

Sec. 352.111. GATED COMMUNITY OR HOUSING PROJECT SUBJECT TO SUBCHAPTER. This subchapter applies only to a gated community, or to a multi-unit housing project that controls access to the project by a pedestrian or vehicular gate, located outside municipal boundaries in an area not already subject to municipal regulations regarding vehicular or pedestrian gates.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 681, Sec. 2, eff. June 17, 2005.

Sec. 352.112. DEFINITIONS. In this subchapter:

(1) "Gated community" means a residential subdivision or housing development with a vehicular or pedestrian gate that contains two or more dwellings not under common ownership. The term does not include a multi-unit

housing project.

(2) "Multi-unit housing project" means an apartment, condominium, or townhome project that contains two or more dwelling units.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 681, Sec. 3, eff. June 17, 2005.

Sec. 352.113. COUNTY AUTHORITY TO REGULATE VEHICULAR OR PEDESTRIAN GATES TO GATED COMMUNITIES AND MULTI-UNIT HOUSING PROJECTS. To assure reasonable access for fire-fighting vehicles and equipment, emergency medical services vehicles, and law enforcement officers, a county may require the owner or the owners association of a gated community or multi-unit housing project to comply with this subchapter.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 681, Sec. 4, eff. June 17, 2005.

Sec. 352.114. LOCKBOX REQUIREMENTS. (a) Each vehicular gate to the gated community or multi-unit housing project must have a lockbox within sight of the gate and in close proximity outside the gate. The lockbox at all times must contain a key, card, or code to open the gate or a key switch or cable mechanism that overrides the key, card, or code that normally opens the gate and allows the gate to be opened manually.

(b) If there are one or more pedestrian gates, at least one pedestrian gate must have a lockbox within sight of the gate and in close proximity outside the gate. The lockbox at all times must contain a key, card, code, key switch, or cable mechanism to open the gate.

(c) If different pedestrian gates are operated by different keys, cards, or codes, the lockbox must contain:

(1) each key, card, or code, properly labeled for its respective gate; or

(2) a single master key, card, or code or a key switch or cable mechanism that will open every gate.

(d) Access to a lockbox required by this section shall be limited to a person or agency providing fire-fighting or emergency medical services or law enforcement for the county.

(e) If a gate is powered by electricity, it must be possible to open the gate without a key, card, code, or key switch if the gate loses electrical power.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 681, Sec. 5, eff. June 17, 2005.

Sec. 352.1145. SIREN-OPERATED SENSOR SYSTEMS FOR ELECTRIC GATES. The commissioners court of a county by order may require that each electric gate to a gated community or multiunit housing project be equipped with a gate-operating device that:

(1) is approved by the county fire marshal or other similar authority having jurisdiction over fire prevention; and

(2) will activate the electric gate on the sounding of an emergency vehicle siren.

Added by Acts 2009, 81st Leg., R.S., Ch. 620, Sec. 1, eff. September 1, 2009.

Sec. 352.115. ADDITIONAL ACCESSIBILITY REQUIREMENTS. (a) In a gated community or multi-unit housing project that has one or more vehicular gates:

(1) at least one vehicular gate must be wide enough for fire-fighting vehicles, fire-fighting equipment, emergency medical services vehicles, or law enforcement vehicles to enter; and

(2) at least one driveway apron or entrance from the public right-of-way must be free of permanent obstacles that might impede entry by a vehicle or equipment listed in Subdivision (1).

(b) The county fire marshal or other authority shall waive the vehicular gate width requirements of Subsection (a) for a multi-unit housing project completed before January 1, 2002, if the requirements cannot readily be met because of space limitations or excessive cost. For purposes of this subsection, $6,000 per entrance based on the value of the dollar on January 1, 2000, is considered an excessive cost for expanding gate width and achieving an obstacle-free driveway apron or entrance.

(c) A pedestrian gate in a gated community or multi-unit housing project must be located so as to provide firefighters, law enforcement officers, and other emergency personnel reasonable access to each building.

(d) This section does not require a multi-unit housing project to have a vehicular gate or a pedestrian gate.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 681, Sec. 6, eff. June 17, 2005.

Sec. 352.116. BUILDING IDENTIFICATION. A county may require each

residential building in a multi-unit housing project to have a number or letter in a contrasting color on the side of the building and placed so that the number or letter can be seen from the vehicular driving areas by a responding emergency agency.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.

Sec. 352.117. COUNTY AUTHORITY TO REQUIRE PERMIT. (a) A county may require the owner or the owners association of a gated community or multi-unit housing project to obtain a permit from the county fire marshal or other authority with fire-fighting jurisdiction in the county to ensure compliance with this subchapter.

(b) A permit may be issued under this subchapter only if the requirements of this subchapter and standards adopted under this subchapter are met.

(c) To pay for the cost of administering the permits, the county may collect a one-time fee not to exceed $50 from each person to whom a permit is issued under this section.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 681, Sec. 7, eff. June 17, 2005.

Sec. 352.118. SUSPENSION OR REVOCATION OF LICENSE. (a) A permit issued under this subchapter may be suspended or revoked for violation of this subchapter or a regulation adopted under this subchapter after notice and a hearing on a complaint by the county fire marshal or other authority having jurisdiction for fire fighting, emergency medical service, or law enforcement. The hearing shall be held by the commissioners court of the county or by a person or entity designated by the commissioners court.

(b) A permit may be reinstated or a new permit issued if each violation that is a ground of the complaint is corrected within the time prescribed by the entity that holds the hearing.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.

Sec. 352.119. LIMITATION ON SPECIFIC COUNTY STANDARDS. (a) A county may not impose under this subchapter specific standards relating to vehicular gate widths, obstacle-free driveway aprons or entrances, pedestrian gate locations, or building numbers that exceed the requirements for new gated communities or new multi-unit housing projects contained in the municipal ordinances of:

(1) the municipality within whose extraterritorial jurisdiction the gated community or multi-unit housing project is located; or

(2) the municipality nearest, on a straight line, to the boundary of the gated community or multi-unit housing project, if the community or project is not within the extraterritorial jurisdiction of a municipality.

(b) The county fire marshal or other authority with fire-fighting jurisdiction may adopt reasonable standards relating to vehicular gate width, obstacle-free driveway aprons or entrances, pedestrian gate locations, and building numbers if the appropriate municipality described by Subsection (a) has not adopted applicable standards.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 681, Sec. 8, eff. June 17, 2005.

Sec. 352.120. OFFENSE. A person who violates this subchapter or a regulation adopted under this subchapter in a county that requires compliance with this subchapter under Section 352.113 commits an offense. An offense under this section is a Class C misdemeanor.

Added by Acts 2001, 77th Leg., ch. 111, Sec. 1, eff. Sept. 1, 2001.

Steps to Create a Fire Marshal Office

1) The court must place on Regular Court Agenda to create the County Fire Marshal Office.
2) Once the office has been approved and individual has been sworn in per Local Government Code Chapter 352Subchapter B. County Fire Marshal Sec. 352.011 Creation of Office; Term.
    A. The commissioner's court of a county may establish the office of county fire marshal and provide office facilities, etc.
    B. The commissioner's court shall establish the term of office for a county fire marshal for a period not to exceed two years.
    C. Sec. 352.012 Qualifications.
        a. To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.
        b. The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire business.
3) The paperwork for the creation of a TCOLE organization can be created. See definition of Code of Criminal Procedure Title 1. Code of Criminal Procedure, Chapter 2. General Duties of Officers, Art. 2.12 Who are Peace Officers, Section 36) the fire marshal and any related officers, inspectors, or investigators commissioned by a county under Subchapter B, Chapter 352, Local Government Code.
4) With this then we can fill out the application to create a new TCOLE group with the Fire Marshal being the Administrative Chief (if non- commissioned Peace Officer is OK per the above Code of Criminal Procedure.
5) Before submission the application needs:
    A. The entity shall submit to the commission on creation of the law enforcement agency or police department information regarding:
        a. The need for the law enforcement agency or police department in the community; This will be covered by the Court documents
        b. The funding sources for the law enforcement agency or police department; again will be noted by the general fund for the 542 Budget.
        c. The physical resources available to officers; this is the auto, computer, uniform, etc.

d. The physical facilities that the law enforcement agency or police department will operate, including descriptions of the evidence room, dispatch area, and public area; We have the public area and dispatch area, I am working with Harris county on getting a viable Storage Cabinet and procedure that they use.

e. Law enforcement policies of the law enforcement agency or police department, including policies on:

   i. Use of Force; will use Harris Counties or Texas State Fire Marshal Office Policies.
   ii. Vehicle Pursuit; will use Harris Counties or Texas State Fire Marshal Office Policies.
   iii. Professional Conduct of officers; will use Harris Counties or Texas State Fire Marshal Office Policies.
   iv. Domestic abuse protocols; will use Harris Counties or Texas State Fire Marshal Office Policies.
   v. Response to missing persons; will use Harris Counties or Texas State Fire Marshal Office Policies.
   vi. Supervision of part-time officers; will use Harris Counties or Texas State Fire Marshal Office Policies.
   vii. Impartial Policing; will use Harris Counties or Texas State Fire Marshal Office Policies.
   viii. Evidence Collection will use Harris Counties or Texas State Fire Marshal Office Policies.
   ix. Eyewitness identification will use Harris Counties or Texas State Fire Marshal Office Policies.

a. The administrative structure of the law enforcement agency or police department; We will just need to create a Org Chart

b. Liability insurance; will see if the insurance I carry now is enough or do we need to adjust

c. Documents from the governing body authorizing creation of agency: Example(s): Municipal Code/Ordinance, School District

d. Minutes approving ordinance. Copy of the Court Minutes

As you can see I have at least a start for all these document requirements. The County Fire Marshal of Harris County is not a Peace Officer so he will help me get through this process along with Sgt. Connella from TCOLE. NOTE: We will have to submit a $1000 fee for Application of proposed Agency.

Next we will convert our Texas Commission on Fire Protection Fire Department Identification Designation (Haz Mat to Fire Marshal).

We will then work with the Commissioners Court on what fires should be investigated.

This should carry us through the first year and we will work on plan for next year with no added employees.

Commissioners Court - Regular Session **44.**

Meeting Date: 07/31/2018

Homeland Security Grant Award

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 Homeland Security Grant funds in the amount of $25,467.90 for the purchase of HazMat Suits.

Background

Additional grant funds were provided to projects submitted for consideration in 2017 and Williamson County has a project that fits within funding requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Info

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 12:03 PM
Form Started By: Jarred Thomas		Started On: 07/26/2018 11:51 AM
Final Approval Date: 07/26/2018		

Grant Title/Project Name:	Hazmat Level A Flash Suits
Department:	541 - Emergency Management
Requestor:	Jarred Thomas
Contact Email:	jthomas@wilco.org
Contact Phone Number:	jthomas@wilco.org
Start Date:	7/24/2018
End Date:	7/31/2018
Please select request category:	Asset
Describe the request category in detail to include all requirements.	Homeland Security Grant for 12 Level A Hazmat Suits with Flash Fire Protection and a pressure test kit for the biannual inspection of the suits.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$25,467.90
Please provide a breakdown of the total cost above.	(6) FRONTLINE 500 NFPA 1991 FLASH LEVEL A FLASH SUIT. ANTIFOG, 2N1 GLOVE SYSTEM. FRONT ENTRY SIZE LG/XL - $12,127.56 (6) FRONTLINE 500 NFPA 1991 FLASH LEVEL A FLASH SUIT. ANTIFOG, 2N1 GLOVE SYSTEM. FRONT ENTRY SIZE 2XL/3XL - $13,340.34 (1) NEW AUTOMATIC LCD PRESSURE TEST KIT (INCLUDED WITH PURCHASE OF 10 OR MORE FRONTLINE 500 SUITS) - $0.00
Is there a match requirement?	No
If yes, describe the type and source of match.	
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$498.23
What is the plan to obtain grants/funds for the remaining amount?	Hazmat (Dept. 542) currently has funds in 3110 - other supplies allocated to purchase Hazmat Suits and we would pull the funds from that line item.
List other similar assets in the County and/or region and if they are available for use?	Currently Hazmat has 6 of these suits in stock, on a Hazmat call where these are utilized, they will use a minimum 4 suits for the Entry and Backup team.
How is this asset request different from any similar assets currently in the County and/or region?	Currently, we are the only Hazmat team in the region that is stocking these suits. Due to multiple incidents we have had that required the use of this suit.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	Currently we are down to 6 of these special suits in inventory, if we have an incident where these suits are needed, it will deplete our inventory.
How often do these events occur?	Varies - 1 - 3 times per year
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	These suits will be utilized by the Williamson County Hazmat team in the event of a chemical leak that has toxic and flammable characteristics. The team is comprised of on duty personnel.
Where will the asset be stored?	4 on each Hazmat trailer across the County
What is the useful life of the asset?	There is no Shelf Life on Kappler Suits as long as they pass the biannual pressure test kit. The suits are single exposure suits. Once they have been exposed to a chemical, they must be disposed of.
Will a replacement be requested from general funds when useful life has been exhausted?	No

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	The County will bill the responsible party for Hazmat Incidents to assist in cost recovery.
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Personnel from the Hazmat Division will utilize the pressure test kit to perform the biannual test on the suits. As long as the suits are stored in a climate controlled area there is no other maintenance required.
How will this asset be funded when the grant ends?	In the past, the Hazmat Division has purchased these suits out of their operating budget. We were able to get the grant funds this time to help offset that cost to the County. We continue to work on getting Homeland Security Funds to provide our Regional Hazmat Team with specialized equipment such as these suits.
What is the impact if the grant is not received?	If we do not receive this grant, we will need to budget for the purchase of these suits.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
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?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Receiving this Grant will reduce budget expenses because we will not need to budget the purchase of these suits
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	None
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
ID	4
Attachments	False
Created	7/24/2018 12:41 PM
Created By	Michael Wofford
Modified	7/25/2018 5:49 PM
Modified By	Michael Wofford

Commissioners Court - Regular Session **45.**

Meeting Date: 07/31/2018

County Attorney funding request

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

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the use of previous allocated salary of a vacant position in the County Attorney's office as it is currently funded. The position is currently funded at $40,185.75.

Background

The County Attorney is posting for a Criminal Legal Assistant position and would request to use the previous allocated funds that have been approved during the budget process in order to post and hire for this position.

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	07/26/2018 08:49 AM
Form Started By: Stephanie Lloyd		Started On: 07/25/2018 09:34 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **46.**

Meeting Date: 07/31/2018

budget order

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Budget Order for FY18/19.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposed.18.19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/26/2018 10:41 AM
Form Started By: Rebecca Clemons		Started On: 07/26/2018 10:30 AM
Final Approval Date: 07/26/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2018/2019 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2018/2019;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.69 per year
n)	Each Constable	80,771.60 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day	Monday	November 12,2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday Wednesday	December 24, 2018 December 25, 2018 December 26, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Holiday	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices[RC1][RC2]. [NZ3][JK4]

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of

funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office. [JK5]

~~3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from~~

~~May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.~~

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child

safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of County employee events
b) Flowers for the death of an employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
   (Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court

for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

V. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*

- Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
    - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
    - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting

- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

4.3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.

- Cardholder is responsible to verify budget funds are available before the purchase is made.
- *Purchases $5,000 or greater require approval of the County Judge.*
- The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. [NZ6] All statements and documentation should be submitted electronically for payment.[JK7]
- ~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. .~~
- Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

43. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

54. Any questions related to compliance with intent ~~conformance~~ of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.
   b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
   c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. .
   d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday~~Thursday~~ to the following Thursday~~Wednesday~~ approximately 12~~3~~-20 days after the invoice is received in our department.
   e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
   f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
   g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
   h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
   i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
   j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
   k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
   l) All authorizations and account coding should be made on the invoice.
   m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12~~3~~-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. .

pq Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.

iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

   The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

   a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
   b) One Chief and three Commanders in the Corrections Division of the Sheriff's Office
   c) Each Constable and Deputy Constables
   d) Investigators in the District Attorney and County Attorneys offices
   e) Two on call maintenance employees designated by the Maintenance Division Director
   f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
   g) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief
   h) The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
   i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
   j) The MOT Director and all on call MOT counselors
   k) The Director of Emergency Management and the Deputy Director of Emergency Management
   l) The Wireless Communications Director and the Wireless Communications Tower Technician

~~***The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.***~~
The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.
[NZ8]

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. ~~Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office~~. The Auditor's Office~~Purchasing Agent~~ is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2018/2019 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the 2018.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Dan A. Gattis, County Judge Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- $20.00 Per Month – ($10.00 per pmt)
- $30.00 Per Month - ($15.00 per pmt)
- $40.00 Per Month – ($20.00 per pmt)
- $50.00 Per Month – ($25.00 per pmt)
- $60.00 Per Month – ($30.00 per pmt)

$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.

- For Non-Airport Parking – Valet service is not an option unless safety is a concern. ~~Sales tax on hotel parking~~
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Commissioners Court - Regular Session **47.**

Meeting Date: 07/31/2018

Inmate Telephone System

Submitted By: Brenda Fuller, 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 Inmate Telephone System for Williamson County Jail under RFP # 1807-248.

Background

Williamson County is seeking a Vendor to provide a Coinless Inmate Telephone System for the Williamson County Jail Facility.
There is no funding source due to a revenue generating type of contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP package 1807-248

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/23/2018 02:53 PM
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Brenda Fuller		Started On: 07/23/2018 08:30 AM
Final Approval Date: 07/25/2018		

Solicitation 1807-248

Inmate Telephone System

Bid Designation: Public

Williamson County, Texas

Bid 1807-248
Inmate Telephone System

Bid Number	1807-248
Bid Title	Inmate Telephone System
Bid Start Date	In Held
Bid End Date	Sep 5, 2018 2:00:00 PM CDT
Question & Answer End Date	Aug 24, 2018 5:00:00 PM CDT
Bid Contact	Brenda Fuller 512-**943**-1607 brendafuller@wilco.org
Contract Duration	**3 years**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Pre-Bid Conference	**Aug 8, 2018 2:00:00 PM CDT** **Attendance is optional** **Location: 901 S. Austin Ave.**
Bid Comments	**The County is seeking a Vendor to provide a Coinless Inmate Telephone System for the Williamson County Jail Facility.**

Item Response Form

Item	**1807-248--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 1807-248
Inmate Telephone System

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Sep 5, 2018 2:00:00 PM CDT

PROPOSAL WILL BE PUBLICLY OPENED:
Sep 5, 2018 2:00:00 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.

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:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

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.

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 in the Appendix A which will be attached to this RFP. 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 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.) Experience and Past References	**35 Points**
2.) Best <u>overall</u> commission package offered	**25 Points**
3.) Equipment and service response time	**20 Points**
a. equipment (10pts.)	
b. service response time (10pts.)	
4.) Meets Proposal Requirements	**20 Points**

1.3.5 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.

1.3.6 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

Commander Brian Loyd 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.

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 twenty-four (24) 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.

Proposal Specifications

The County is seeking a Vendor to provide a Coinless Inmate Telephone System for the Williamson County Jail Facility. The specifications including information related to ensuing agreement are contained herein. The County reserves the right to evaluate and award a contract based on the best offer determined for the Jail Facility.

The successful Respondent should provide, install, and maintain a microprocessor based coinless collect/prepaid inmate telephone system designed and proven suitable for a jail environment.

Your entire proposal, if accepted for contract purposes, will become a part of the overall agreement. Sample contract should be provided prior to contract award.

Successful Respondent agrees that the services to be provided, under this contract, are vital to County and should be continued without interruption and that upon expiration of this contract another vendor may be selected. Successful Respondent agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor. Successful Respondent should indicate installation timetables.

County and Respondent both agree that the Williamson County Commissioners Court should be the sole and final authority on issues relating to this contract. Should any matter not be resolved to Respondent's satisfaction, Respondent should have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court should be final and conclusive and should be binding on all parties concerned.

The system installed by the successful Respondent should allow for a minimum of two hundred (200) coinless inmate phones.

The successful Respondent should provide all materials and items related to this system for proper installation at no charge to the County.

The system should be line-powered and require no electricity to be run to telephones located in the cellblocks.

System should provide automatic daily turn on and shut off at designated times.

System should have manual kill switches on/off capabilities from designated control rooms with LED's that illuminate when a station is in use.

System should possess unlimited telephone number blocking capabilities.

There should be no charge for unanswered or non-accepted calls.

Once each call is completed the line should return to primary dial tone to ensure that the inmate cannot place an unauthorized call.

The successful Respondent should provide complete computer systems with terminals and printers with capabilities to provide a complete list of all telephone numbers call from a given inmate telephone with call detail information as described hereafter in these specifications.

The successful Respondent should provide, at no cost to the County, system updates and additional features in a time manner as required by the County.

The successful Respondent should coordinate with the County for the removal and/or installation of operating telephone system.

The system should provide the following features and functions:

The system should be user friendly and provide instructions to both the inmate and the called party. System prompts should be provided in both English and Spanish.

Inmate phones should not be capable of receiving incoming calls.

The system should verify that the collect call is actively accepted, proved the caller's name and identify the caller as an inmate of the Williamson County Jail Facility.

The system should not allow inmate to listen to the status of the call-in progress for the acceptance/denial by called party and should not allow inmate to communicate with the called party until the call has been accepted.

The inmate telephone system should be able to detect and minimize fraudulent calls. At a minimum, the system should refuse or disallow chain dialing, fraudulent switch-hook manipulation, or multiple calls.

Written dialing instruction in both English and Spanish should be permanently and prominently displayed on each inmate phone.

Each inmate phone should be secured by an anti-vandal locking system.

The system should provide and possess a voice recognition (biometric) component. This component will be activated by each inmate upon initial use of the coinless inmate telephone system.

The system should provide a secure inmate email system. This system should have the capability to allow for jail personnel to accept or reject the email. The ability to highlight "keywords" as a search method should be included in this email system.

The system should provide call detail reports for all calling activity, which will detail:

For all calls, inmate telephone number, date, time, PIN # (if applicable), number called, duration of call and total billable cost of each call.

Frequently called numbers (all numbers called more than five (5) times per day), including inmate telephone number, date, time, PIN # (if applicable), number called and cost of each call.

Common numbers called (all numbers called by more than one (1) inmate), including inmate telephone numbers, date, time, PIN # (if applicable), numbers called, duration of each call.

Reports should be accessible by the Sheriff and/or Audit Departments on site via computer systems installed on County premises and all reports should give total of all information required by the report.

County requires details and clarification on how calling cards would work for local, long distance and international calling.

The system should be capable of utilizing personal identification numbers (PIN) for individual inmates, when such becomes desirable to County Detention Officials. The system should allow the use of PIN's in designated areas only, without necessity of the entire system utilizing PIN's.

The system may use concentrated trucking. If more inmate telephones require dial tone and processing at the same time than there are accessible lines, then a voice prompt should alert the caller that all circuits are busy at this time.

An automated information system is preferred. The features of this system should be configurable by jail personnel.

The successful Respondent should be responsible for software updating.

The system should be capable of compiling all call data from each phone for a full month to generate the following audit reports which will be required monthly:

Total calls attempted

Total call completed

All calls to specific number

All calls to specific area code

All calls to a specific group (exchange) of numbers

Total billed cost of each complete phone call

Call break down of local, intrastate and interstate charges

Summary report to include calls attempted, calls completed, total minutes and total billed cost

All calls should be billed to the called party at the actual real time duration of the call, rounded up to the next whole minute. Any fraudulent charging of minutes by the successful Respondent should be cause for immediate termination of this contract and will be punishable to the full extent of the law.

General Mandatory Requirements:

1. All Respondents should be in business to providing Inmate Telephone Services and have at least five (5) years of experience with a proven track record of providing services under the same current company name.

2. Respondent should currently be servicing and be the exclusive provider for a minimum of three (3) jails with a minimum capacity of 500 beds each. List facility name and capacity for each facility.

3. Successful Respondent should perform real time validations for each call. Explain.

4. Successful Respondent should have 24 hours/7-day technical support. State where service center is located.

5. Successful Respondent should have capability to supervise and monitor the system remotely ensuring satisfactory provision of services.

6. System should have the capability to provide the called party with an automated rate quote prior to connection.

7. System should have capability for called party to block the call and any future calls by pressing two digits from their home phone.

8. Prepaid calls must inform the called party, before acceptance, that the call is coming from a correctional facility and is a free call.

9. Proposed system should have the capability of implementing a PIN/PAN system.

10. Proposed system should have the capability of implementing a billing threshold.

11. Successful Respondent should provide facility personnel the ability to submit an on-line trouble tickets via a web interface. System should already be developed and operational.

12. Successful Respondent should allow facility personnel to block and unblock numbers.

13. Successful Respondent should allow facility personnel to view trouble tickets on-line, via a web interface.

14. Successful Respondent should have the ability to track live trouble tickets via a web interface, accessible anywhere and send email notification upon completion or status changes. Provide web site demo. Provide response time to trouble tickets on Appendix A.

15. System Reports – customized ad-hoc reports can be generated for specific investigative needs.

16. System should be located on-site. An off-site centralized option is not acceptable.

17. Successful Respondent should provide access to validation platform to assist staff to confirm why a number is blocked.

18. Successful Respondent should be able to provide staff access to prepaid platform to check account balances on calling card and prepaid programs.

19. No advance commission payment will be allowed. Responses offering an advance may be disqualified.

20. System should have some type of investigative ability for officers to be notified of certain “Hot Numbers” being called. Explain.

21. System should use automated operators only. No live operators will be allowed.

22. System should provide secure inmate email system with keyword search.

23. Commissions: Successful Respondent should pay to the County a commission calculated as a percentage of the gross revenues. Gross revenues should be defined as the total amount billed to the terminating numbers of inmate placed calls without any deductions. Calculations equal the commission rate times (x) total billed charges for the month. If any commissions due under this contract are not received by the County within 30 days of the close of the previous month, the County is entitled to recover interest thereon. Said interest should be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366-day year) calculated from the date payment is due.

24. Rates: Provide with your proposal a copy of the rates your company will charge to the called party. Any changes in rates during the term of this contact should be submitted to the County for review and approval prior to any rate change.

25. Downtime Credits: In addition to other payments described in the paragraph on commissions, successful Respondent should pay to the County any amount due as downtime credits within 30 days.

26. Subcontractors: If any part of the work is or will be subcontracted, the successful Respondent should provide as part of the proposal a complete description of the subcontractor organization, the experience level of each of the parties, and the subcontracting agreements made between the parties. Successful Respondent must also include a list of references for all subcontractors.

27. Lawsuits: Respondent should identify and provide a list of all legal claims, demands, or lawsuits threatened or pending, or completed within the last seven-year period, against the Respondent or employed individual, and/or the Respondent's technology provider regarding the services and equipment offered in this proposal.

28. Financial Statement: Current Financial Statement should be submitted prior to contract award.

29. Williamson County reserves the right to enter in to agreement with any provider of any current or future technology that would be capable of providing any services to the benefit of the inmates or Correctional Facility under the control of the Williamson County Sheriff's Office.

Call Monitoring and Recording

1. The proposed system shall maintain of call recording on-line for duration of the contract and can be downloaded to digital tape or CD (preferred).

2. The proposed system shall be web-based to allow for remote access.

3. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.

4. Facility personnel must be able to simultaneously listen to and record conversations.

5. Recordings must be backed up for archival.

6. The system shall have integrated visitation phone recording capabilities.

7. Call monitoring devices must be provided to allow a call to be audibly monitored and recorded where desired by the County for knowledge of activities occurring during and or after phone use.

Question and Answers for Bid #1807-248 - Inmate Telephone System

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **48.**

Meeting Date: 07/31/2018

Stanley Convergent Solutions Card Reader Installation Service Contract

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract between Stanley Convergent Security Solutions, Inc. and Williamson County for card reader installation not to exceed $6,071.05, pursuant to BuyBoard contract # 493-15 and authorizing execution of the agreement.

Background

This agreement is to add card readers to create a location accessible to deputies and EMS staff to exchange equipment at any hour in a secure locker system. This will enable deputies and EMS personnel to minimize downtime due to faulty hardware and keep departments from having to stockpile their own equipment as spare/swap units. The department point of contact is Richard Semple. This expenditure will be charged to P473 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Service Contract

Stanley Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/23/2018 02:56 PM
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Melissa Gurka		Started On: 07/23/2018 09:46 AM
Final Approval Date: 07/25/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
ACCESS CONTROL SYSTEM
(INNER LOOP ANNEX)

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 July 10, 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 $6,071.05.**

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 July 10, 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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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
Printed Name

Date: 7/20 ___, 2018

Exhibit(s)
Statement of Work/Customer Installation Agreement

Customer Installation Agreement

Name: Williamson County Inner Loop Annex ("Customer")
Address: 301 SE Inner Loop, Georgetown, TX 78626

Contact: Nathan Pearl

Date: 7/10/2018

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 - Inner Loop Annex, add and relocate cardreaders, July 2018 - Q-30003
Transaction Type: Add/Upgrade
System Information: Access

Address of Project:

Expected approximate date of commencement of project: August 15, 2018
Expected approximate date of completion of project: August 20, 2018

Customer to Provide

Network Connectivity,

Equipment

Quantity	Part Number	Description
1.00	910PTNNEK00000	RDR, RP15, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT
1.00	SWH-T.REX-LT	T.REX EXIT DETECTOR W/TAMPER AND TIMER. WHITE
2.00	947BR	RECESSED STEEL DOOR CONTACT, 1IN, 5FT LEADS, BR-BROWN
1.00	10MAGLOCK1ULST	1200 LB SINGLE LOCK, UL, LED BOND STATUS, TIMER, 12/24 VDC, WITH STANLEY LOGO
1.00	SZ-423U	SDC GREEN EXIT PUSHBUTTON W/ADJ TIMER
2.00	2S31952R5	18(4)+22(2+4+6)1S CMP PROFN 500FT (COMP TO HW 31955099)
1.00	0400-0072	WIREMOLD, C210 WHITE CORDMATE II KIT, PLASTIC

Existing Equipment

Quantity	Description

License Information (as of 5/15/2018): **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; 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 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; **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; 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.

Equipment Notes

Stanley will furnish and install the following additions to the access control system at the SE Inner Loop Annex. see attached drawing for equipment locations.

Headend panel

* Located in server room, and has an open reader port

#1 Door

1 Mullion cardreader
1 Maglock
1 Door contact switch
1 REX motion sensor
1 REX pushbutton

#2 Door

Relocate the following equipment from GIS door to Door #2

1 Cardreader
1 Elect. door strike and faceplate
1 REX motion sensor

ADD

1 Door contact switch

Theory of Operation

License Information (as of 5/15/2018): **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; 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 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; **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; 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.

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*:	$6,071.05
Up-front Deposit*:	$0.00
Progress Payments*:	
Balance Due Upon Completion*:	$6,071.05

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 Inner Loop Annex
Security Representative (Sign)	Customer (Sign)
KEITH CHOATE Security Representative (Print)	Customer (Print)
Shawn Fortner STANLEY Authorized Manager (Sign)	Title
Shawn Fortner 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 5/15/2018): 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; 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 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103306; 3601205772; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 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; 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.

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 5/15/2018): **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; 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 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; **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; 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.

Commissioners Court - Regular Session **49.**

Meeting Date: 07/31/2018

Lease extension for 9769 Hwy 29 Georgetown Texas

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 Lease Property 9769 Hwy 29, Georgetown, Texas 78628 for the term of July 1, 2018 through June 30, 2019 with tenant Greg Boatright.

Background

This is the third extension of four (4) possible, one (1) year renewal options. Rent is $894.20 per month, with an additional $414.50 per month, which is one-twelfth the amount of the annual property tax. The third term was delayed in order to obtain outside inspection of property services which occurred in July, with items noted being addressed by facilities. Acceptance to proceed was received. Funds received are deposited into Capital Projects 01.0777.0000.106000 for the basic rent, and 01.0100.0000.362000 for the property taxes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease extension

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/23/2018 02:57 PM
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Dianne West		Started On: 07/23/2018 01:23 PM
Final Approval Date: 07/25/2018		

AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

Landlord: Williamson County, Texas, a political subdivision of the State of Texas

Tenant: Greg Boatright

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Greg Boatright, (hereinafter referred to as "Tenant"), wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

Agreement to Extend Residential Lease:

Third Extension Term: Following the Initial Term of the Residential Lease and in accordance with Paragraph 4 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on July 1, 2018 and continuing thereafter until June 30, 2019, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the third of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, Eight Hundred Ninety Four Dollars and 20/100 ($894.20), plus Four Hundred Fourteen Dollars and 50/100 ($414.50)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the 1st day of July, 2018 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms,

covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1ST DAY OF JULY, 2018:

LANDLORD:

Williamson County, Texas

By: _____
Dan A. Gattis,
County Judge

TENANT:

By: _____
Greg Boatright

Commissioners Court - Regular Session **50.**

Meeting Date: 07/31/2018

Emergency Diesel Spill 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 Environmental Haz/Mat dba/The Cleaning Guys, in the amount of $6,503.08 for fuel clean-up services, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(2).

Background

Due to a diesel spill at the HEB Plus in Hutto, TX on June 24, 2018, The Cleaning Guys company was called to perform emergency clean-up services.The department point of contact is Marty Herrin. This expenditure will be charged to 01.0100.0542.004100. Funding will be provided by line item transfer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Email justification

Invoice

Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 09:09 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Melissa Gurka		Started On: 07/23/2018 01:48 PM
Final Approval Date: 07/26/2018		

From: Marty Herrin
Sent: Wednesday, July 18, 2018 5:03 PM
To: Rebecca Clemons <rclemons@wilco.org>; Jerri L. Jones <jljones@wilco.org>; Julie Kiley <jkiley@wilco.org>; Melanie Denny <MDenny@wilco.org>; Randy Barker <randy.barker@wilco.org>; Kerstin Hancock <khancock@wilco.org>; Dan Gattis <dgattis@wilco.org>
Cc: Chris Connealy <chris.connealy@wilco.org>; Kelly Luna <ksluna@wilco.org>; Robert Chody <rchody@wilco.org>; Tim Ryle <tim.ryle@wilco.org>; Bob Daigh <bdaigh@wilco.org>; Ashlie Koenig <akoenig@wilco.org>; Michael Wofford <mwofford@wilco.org>; Natalie Brown <nbrown@wilco.org>; Trenton Hernandez <trenton.hernandez@wilco.org>
Subject: Final Bill for Large Diesel Spill June 24th

Rebecca and Judge Gattis, here is the final clean-up bill from the large diesel spill at the HEB in Hutto call that I called you about Sunday June 24th. I am not sure but the Sherriff may have some information on the person in the vehicle that caused this spill, if we want to follow up with that. Julie, how do you want to pay this bill, no mam I do not have funds in my budget for this type of bill? I have attached the bill, our written documents on what happened and finally an estimate of our (Williamson County) billing cost based on estimates for all the people that were there. Please advise how to proceed with this bill. Thank you

PLEASE NOTE NEW OFFICE PHONE NUMBER

Marty Herrin
Williamson County Fire Marshal
Special Operations
Response Team Chief
Office# 512-943-3679
Fax # 512-864-8209

From: Marty Herrin
Sent: Thursday, July 19, 2018 2:35 PM
To: Dana Lively <dana.lively@wilco.org>; Chris Connealy <chris.connealy@wilco.org>; Kelly Luna <ksluna@wilco.org>; Ashlie Koenig <akoenig@wilco.org>; Rebecca Clemons <rclemons@wilco.org>; Dan Gattis <dgattis@wilco.org>
Cc: Julie Kiley <jkiley@wilco.org>; Randy Barker <randy.barker@wilco.org>; Kerstin Hancock <khancock@wilco.org>; Chad Liles <chad.liles@cleaningguys.com>
Subject: FW: Final Bill for Large Diesel Spill June 24th

Be advised purchasing has asked us to create a PO for this bill so it can be accounted for correctly. Ashlie, when you have the funds moved over ($2503.08) to 01.0100.0542.004100 to have enough funds for the PO please let me know. Dana, can you check and see if The Cleaning Guys are set up in the system, if not then we will need to contact them to get a new vendor packet filled. You can send the packet to Chad Liles with The Cleaning Guys (chad.liles@cleaningguys.com) and he should be able to get it quickly for us. Dana, you will only need the Williamson County 181453 and Fuel Spill WCHMT Report for the justification.

Kelly can you get with Kerstin or Randy to see if they need you to create the agenda item, since I will be out of town next week, for the court agenda on July 31 as an emergency item and attach all the documents as supplement data for the court. Thank you for all of you that have helped with this.

PLEASE NOTE NEW OFFICE PHONE NUMBER

Marty Herrin
Williamson County Fire Marshal
Special Operations
Response Team Chief
Office# 512-943-3679
Fax # 512-864-8209

ENVIRONMENTAL
HAZ/MAT

The Cleaning Guys, LLC.
5255 Teague Road
Ft. Worth, TX 76140

PHONE # 817-483-8181
FAX # 817-483-5887

INVOICE DATE 6/27/2018

INVOICE

INVOICE #	223798BB
DUE DATE:	**7/27/2018**

INVOICE TO	SITE LOCATION
Williamson County Office of Emergency MGM PO Box 2659 Georgetown, Tx 78627	5000 Gattis School Road Hutto, TX 78634

ACCOUNTING / PAYMENT TERMS:	Net 30	RESPONSE COMPLETION DATE:	6/25/2018
ISSUED PURCHASE ORDER:		SALESPERSON:	Trey Franklin
VENDOR ID:		INTERNAL CG JOB#	181453

ITEM	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
	CG responded to an unknown amount of diesel impacting the concrete at the fuel pump and trailing away and onto the asphalt. All affected areas were pretreated and cleaned and all waste was recovered by CG to be prepared for proper disposal.			
	LABOR - NON STANDARD HOURLY RATES (SUNDAY)			
Recovery Truck Operator	Hourly Rate	11.25	95.00	1,068.75T
Technician	Hourly Rate	11.25	95.00	1,068.75T
	TRUCKS AND EQUIPMENT			
Haz-Mat Recovery Mobile ...	Hourly Rate	11.25	205.00	2,306.25T
Recovery Decontamination	Demobilization/decontamination of Recovery Vehicle	1	150.00	150.00T
	SUPPLIES			
PPE	Level D (Boots, Glasses, Hard Hats, Vest).	2	21.50	43.00T
Gloves, Leather	Price per Pair	2	10.00	20.00T
Cleaner/De-greaser	Price per Gallon	25	20.50	512.50T
	DISPOSAL			
Liquid	Price per Gallon of Diesel Impacted Waste Water Recovered	1,200	1.25	1,500.00T
Environmental Recovery	Environmental Recovery	1	1,008.83	1,008.83T
Discount	ONE TIME MUNICIPALITY LOYALTY DISCOUNT	1	-1,175.00	-1,175.00T

	SUBTOTAL	$6,503.08
CG ENVIRONMENTAL/CLEANINGGUYS TAX ID: 26-4448858	*SALES TAX*	$0.00
24 Hr Emergency Response Phone # 817-483-8181	**TOTAL**	$6,503.08
We accept American Express, Visa & Master Card. If you decide to pay by Credit Card, please note, you will be charged a 3% non-refundable convenience fee. This fee will be added to the total amount due at the time the Credit Card payment is made.	*PAYMENTS / CREDITS*	$0.00
	BALANCE DUE	$6,503.08

5000 Gattis School Rd (H-E-B), Hutto, TX
June 24th, 2018

On Sunday, June 24th at 1422, I (Hazmat 2), received a call from Williamson County Emergency Communications (WCEC) about a large fuel spill at the H-E-B in Hutto, Hutto FD was requesting a phone call. I contacted Lt Neal from Hutto FD on scene at 5000 Gattis School Rd, the H-E-B gas station, advising there was a very large diesel spill that started at one of the pumps, ran through the parking lot of H-E-B and went out onto Gattis School Rd. He advised that the vehicle that caused the spill fled the scene and that a large clean-up was needed. I advised him to work on getting the spill contained from any drains and to get it blocked off to stop vehicles and/or people from getting in it. I went enroute at 1426, I also contacted Hazmat 3 (Trenton Hernandez) to notify him to be enroute and HM1 (Marty Herrin) just as an FYI, Hazmat 3 went enroute at 1438 and arrived at 1503.

I arrived on scene at 1435 and made contact with Lt. Neal with Hutto FD in front of the main store to get an update on the situation. There was a significant spill in front of the main store where the vehicle appeared to stop for a minute while leaking fuel, Hutto FD had used absorbent to block the fuel from getting into a storm drain (See Photo).





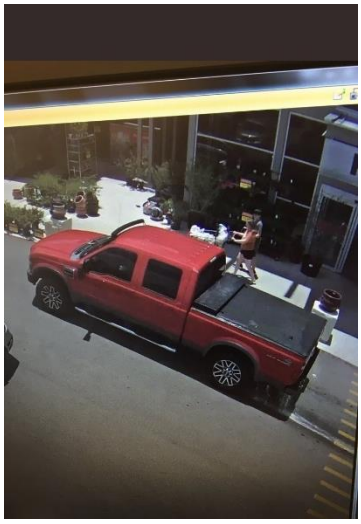
I advised Command (Lt Neal) to get with the manager of H-E-B to see if they have a contract with an environmental clean-up company so that we could get someone on the way to assist with cleanup. Williamson County Sheriff's Office (WCSO) along with Hutto PD worked on shutting down the affected lanes of the road to keep vehicles from driving through the spill while Hutto FD and H-E-B employees used cones and shopping carts to get the spill blocked off in the parking lot. One of the WCSO deputies advised the spill went out onto Gattis School Rd, turned right onto Winterfield and then made a few other turns into a neighborhood. But that Gattis School and Winterfield Dr were the 2 roads that were bad. Hutto Engine 2 went to follow the trail into the neighborhood along with WCSO to see where it stopped and if they could find a vehicle. Myself, Hazmat 3 and Command met with the manager at the gas station to look at

security video to try and get a make on the vehicle and see what happened. (See photos, first 2 are H-E-B parking lot and next 2 are the roadways)






The video showed a newer model, Red Ford F-250 or F-350, short bed truck getting diesel at pump #1 at 13:47 and driving away at 13:57 appearing to be spilling fuel. The cameras in front of the main store showed the truck driving by obviously spilling fuel. (See Photos)




The store manager advised that CG environmental was the clean-up company that H-E-B used for clean ups and that they were enroute. Hutto Engine 2 called to advise that the fuel trail faded away and ended on Amistad Dr. and no vehicle fitting the description was in the area. Multiple units checked the area and were unable to locate the vehicle. I contacted Hazmat 1 to advise him that we had a large spill on County owned roads that required a large cleanup with no responsible party to pay. He advised me to send an email with documentation of the situation and an estimate from the clean-up company and he would work on approval to use County funds to pay for the roadway clean-up.

WCEC advised command that they received reports of a fuel spill in the Star Ranch Pool parking lot that was at the intersection of Gattis School Rd and Winterfield Dr. Myself, Hazmat 3 and Command went to investigate and found that the vehicle leaking fuel had pulled into the parking lot, parked off the pavement on dirt then turned around and left the parking lot covering it with fuel as well. The pool gate had a sign that said to contact Goodwin Management for any

incidents at the pool, so I called and left a message for them to contact me to arrange for clean-up of their property. (See Photos)



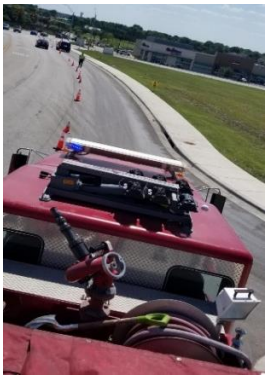


CG Environmental arrived on scene around 1645 and began assessing the spill to give us an estimate for the clean-up. At 1730 I emailed the following estimate to Hazmat 1 for approval. The hope was to get the clean up done in 8 hours, but it was hard to determine how long it would take. This estimate was only for the clean up of the County owned roads, not the H-E-B property or the Star Ranch Pool Property.

CG deck truck 205 per hour:	1640.00
2 CG Spill techs 95.00 p/h	1520.00
Disposal 1200 g diesel water 1.25/g	1500.00
Environmental Recovery charge:	698.00
Total	5358.00

While waiting on the clean up crew, WCSO called Williamson County Road and Bridge to bring cones out to block off Gattis School Rd and Winterfield so some of the WCSO and Hutto PD officers could be freed up. Road and Bridge arrived and set out cones to block off the outside lane of Gattis School Rd from the H-E-B entrance/exit down to Winterfield Dr. Hutto Engine 2 moved out onto Gattis School to block traffic once WCSO moved out. (See Photos)







Once approval was given, the plan was to start clean-up efforts on the roadways first to try and get them done and clear up the traffic issues. Then work would begin on H-E-B

property. CG Environmental started clean up on Gattis School Rd first at approx. 1830 and advised a second crew was enroute to start on the H-E-B property. (See Photo)



CG advised clean-up would continue throughout the night, so Hazmat 3 cleared at 2020, Hutto FD cleared at 2100 and I cleared at 2210 after making sure the roadway was getting cleaned good. We were still waiting to make contact with the Star Ranch Pool property manager, so that area was coned off for the night and not cleaned. CG estimated to be done with the road cleaning around midnight and was advised to move all traffic cones to the side of the road when it was done and open. I advised Road and Bridge they could pick their cones up Monday morning. Below is a map showing the route driven be the vehicle where it was leaking fuel. The path in Red is what areas needed clean up by CG, the path in Lime Green is where we could follow the trail, but it did not require cleanup. Overall, the vehicle leaked fuel for 1.2 miles. (See Photo)



At 0800 Monday morning I arrived back at the scene to check the cleaning. CG advised they finished around 0530 Monday morning. Due to some rain moving into the area I put out absorbent booms downhill from the Star Ranch Pool parking lot to contain any runoff from that area that was waiting to be cleaned. The roadway appeared to be cleaned good with no slick

spots, the H-E-B parking lot was clean except where the heavy spill was from the vehicle stopping. That area had been damaged by the large amount of fuel spilled and H-E-B was looking into replacing the pavement. (See Photo)



At 0830, Monday, I received a call from the Star Ranch Pool property manager and I advised him of the situation and what steps had bene taken up to this point. I let him know that we did not have a responsible party to bill for the spill, so it was their responsibility to clean up their property. I gave him contact info for CG Environmental and let them work out a contract for clean-up. I contacted the manager of the H-E-B gas station and she gave me contact info for the H-E-B privacy department, who should be able to get us information off of the purchase made at the pump by the individual responsible for the spill. I sent an email to the H-E-B Privacy Office at privacyoffice@heb.com and left a voicemail at 1-866-432-4318 with the Privacy Office and cleared the scene at 1130.

On Tuesday at 0930 I received a phone call from Andrew Huegel privacy department asking for a written request for the information and the reason behind the request. I sent an email to Huegel.Andrew@heb.com at 1500 on Tuesday with the written request and am awaiting a response. I spoke with CG Environmental at 1800 on Tuesday and they advised they would start work cleaning the Star Ranch Pool parking lot on Wednesday morning.

On Thursday, June 28th I received a call from Andrew Huegel with H-E-B advising that the Credit Card used to make the purchase appeared to be stolen and that the individual making the purchase had been to the pump 2 times prior to the third purchase when the spill occurred. He also advised they were not able to get any additional info on the vehicle from security cameras. The Williamson County Sheriffs Office advised they would follow up on the criminal side of the investigation.

Michael Wofford
Assistant Chief
Williamson County Hazmat

Commissioners Court - Regular Session **51.**

Meeting Date: 07/31/2018

Advertisement Approval IFB 1807-249 Hutto Farm Lease 100

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Landfill Farm Lease Hutto - 100 Acre Tract under IFB # 1807-249.

Background

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately 100 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 09:02 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Thomas Skiles		Started On: 07/25/2018 08:13 AM
Final Approval Date: 07/26/2018		

Solicitation 1807-249

Landfill Farm Lease Hutto - 100 Acre Tract

Bid Designation: Public

WILLIAMSON COUNTY
1848

Williamson County, Texas

Bid 1807-249
Landfill Farm Lease Hutto - 100 Acre Tract

Bid Number	1807-249
Bid Title	Landfill Farm Lease Hutto - 100 Acre Tract
Bid Start Date	In Held
Bid End Date	Aug 24, 2018 3:00:00 PM CDT
Question & Answer End Date	Aug 17, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**5 years**
Contract Renewal	Not Applicable
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately 100 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.** **NOTICE: Pursuant to a Rule 11 Settlement Agreement on September 3, 1996, Williamson County granted John and Christy Noren a first right of refusal to match any lease on the property being offered for lease. Such right of first refusal to match any lease of the subject property shall continue until the county devotes the property to landfill use.**

Item Response Form

Item	**1807-249-01-01** - Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Please Enter Total Bid Price For 12 Month Lease Period

Item	**1807-249-01-02** - 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 1807-249

Landfill Farm Lease Hutto - 100 Acre Tract

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 24, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 24, 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.

BID REQUIREMENTS

REFERENCES:

Williamson County requires Bidder to supply with this Bid a list of at least three (3) references the Bidder has leased property from in the past. If Bidder is unable to provide at least three (3) such references, Bidder shall inform Williamson County of such inability and Bidder shall include as many references as can be provided. For each reference, include name of reference, address, telephone number and name of representative.

LEGIBILITY:

Bids must be legible and of a quality that can be reproduced.

FORMS:

All Bids should be submitted on the forms provided in this Invitation for Bid. Changes to forms made by Bidder may disqualify their Bid.

RESPONSIBILITY:

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's 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 lease payment;

c) be otherwise qualified and eligible to receive an award of the lease being offered.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

AWARD

AWARD:

Awards should be made within approximately sixty (60) days after the Bid opening date. Results of bids and IFB documents may be obtained by visiting the county Bid Portal www.bidsync.com.

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 property covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

MISCELLANEOUS

RENTAL AMOUNT:

The proposed rental amount for each 12 month lease period must be good until the end of the Initial Term. 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 lease for the period implied or expressly stated in the highest and best Bid.

PAYMENT OF TAXES:

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

STATEMENTS:

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/ Requirements.

PAYMENT:

Payments must be in accordance with the terms of the Lease Agreement.

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 of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

The Williamson County Conflict of Interest Statement must be completed, signed, and submitted with your Bid. Each Bidder must also disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way regarding the Lease that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for rejection of Bidder's Bid or future termination of the contract and Lease Agreement. Williamson County will decide, in its sole discretion, if an actual or perceived conflict should result in Bid disqualification.

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 Williamson County.

By submitting a Bid in response to this IFB, all Bidders affirm that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

DOCUMENTATION:

Bidder shall provide with this response, all documentation required by this request for Bid. Failure to provide this information may result in rejection of the Bid.

REMEDIES FOR DEFAULT:

In the event of breach or default of this contract and/or the Lease Agreement, Williamson County reserves the right to enforce the performance thereof in any manner prescribed by law and/or in any manner set forth herein or in the Lease Agreement.

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.

COMPLIANCE WITH LAWS:

The Successful Bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

LIMITATIONS OF WARRANTIES:

WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES BEING OFFERED FOR LEASE (THE "LEASED PREMISES"), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH A LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES.

BY RESPONDING TO THIS REQUEST FOR BIDS, THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, HE/SHE/IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". BIDDER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE LEASE AGREEMENT.

INSURANCE:

As required by the terms of the Lease Agreement, at all times during any term of the Lease, at Bidder's sole cost, Bidder must provide a comprehensive public liability insurance policy protecting Williamson County against all claims or demands that may arise or be claimed on account of Bidder's use of the Leased Premises at the coverage levels set out in the Lease Agreement. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Williamson County as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Bidder shall deliver to Williamson County annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Bidder further agrees to maintain at all times during any term of the Lease, at Bidder's cost, broad coverage fire and casualty insurance on its property and to provide Williamson County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Bidder's property will not be covered by any hazard insurance that may be carried by Williamson County. The Bidder assumes the risk of loss on all contents of the Leased Premises owned by the Bidder, excluding the building structures and improvements owned by the Lessor.

Bidder shall, within ten (10) calendar days from the execution of the Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Williamson County thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Bidder and shall be for a period of at least one (1) year.

INSPECTION OF PROPERTY:

THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". Bidders are encouraged to inspect the property being offered for lease under this Request for Bids prior to submitting a Bid. Please contact the Technical Contact referenced above to schedule a time to inspect the property.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately **100 acres** of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.

NOTICE: Pursuant to a Rule 11 Settlement Agreement on September 3, 1996, Williamson County granted John and Christy Noren a first right of refusal to match any lease on the property being offered for lease. Such right of first refusal to match any lease of the subject property shall continue until the county devotes the property to landfill use.

1.2 Technical Contact

Pete Correa, Executive Assistant to Williamson County Commissioner Precinct 4 (or successor) 350 Exchange Boulevard, Suite 100, Hutto, TX 78634 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.

PRICE SHEET

RENT FOR EACH TWELVE-MONTH LEASE PERIOD:

First Lease Period: **October 1, 2018 to September 30, 2019 (12 months)**
Second Lease Period: **October 1, 2019 to September 30, 2020 (12 months)**
Third Lease Period: **October 1, 2020 to September 30, 2021 (12 months)**
Fourth Lease Period: **October 1, 2021 to September 30, 2022 (12 months)**
Fifth Lease Period: **October 1, 2022 to September 30, 2023 (12 months)**

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For Twelve Month Lease Periods
100 acre	$_____	approx.100 acres x $_____ = $_____ per Twelve Month Lease Period to be paid in two equal installments.

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately **100 acres**, more or less, situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" and "A-1" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be five (5) years, commencing on the 1st day of October, 2018 (the "Commencement Date") and terminating on the 30th day of September, 2023 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: **October 1, 2018 to September 30, 2019 (12 months)**

Second Lease Period: **October 1, 2019 to September 30, 2020 (12 months)**

Third Lease Period: **October 1, 2020 to September 30, 2021 (12 months)**

Fourth Lease Period: **October 1, 2021 to September 30, 2022 (12 months)**

Fifth Lease Period: **October 1, 2022 to September 30, 2023 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of **$**_____ (approximately 100 acres at $_____ per acre) for each twelve (12) month lease period**.**

B. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before September 30th.

C. **Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. **If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand,**

shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that

Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within

such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL

AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such

taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Lessee:

By: _____

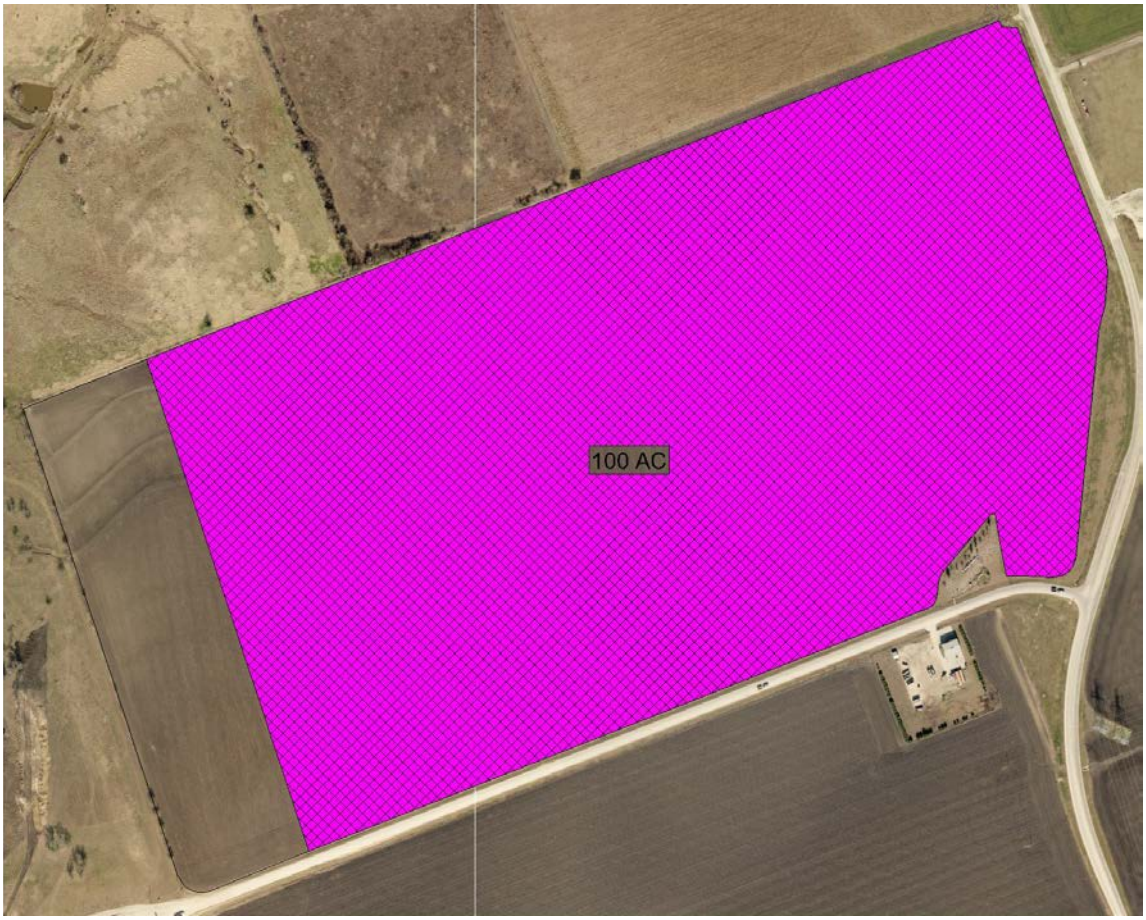
Printed Name: _____

Address: _____
_____

Exhibit “A-1”

Approximately 100 acres of land, more or less, being out of both the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas (the “Premises”). The boundary of the Premises is identified and depicted in Exhibit “A-1”, which is attached hereto and incorporated herein for all purposes.

Exhibit “A-1”



BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1807-249 - Landfill Farm Lease Hutto - 100 Acre Tract

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **52.**

Meeting Date: 07/31/2018

Advertisement Approval IFB 1807-249 Hutto Farm Lease 135

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Landfill Farm Lease Hutto - 135 Acre Tract under IFB # 1807-250.

Background

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately 135 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 09:03 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Thomas Skiles		Started On: 07/25/2018 08:16 AM
Final Approval Date: 07/26/2018		

Solicitation 1807-250

Landfill Farm Lease Hutto - 135 Acre Tract

Bid Designation: Public

WILLIAMSON COUNTY
1848

Williamson County, Texas

Bid 1807-250
Landfill Farm Lease Hutto - 135 Acre Tract

Bid Number	1807-250
Bid Title	Landfill Farm Lease Hutto - 135 Acre Tract
Bid Start Date	In Held
Bid End Date	Aug 24, 2018 3:00:00 PM CDT
Question & Answer End Date	Aug 17, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**5 years**
Contract Renewal	1 annual renewal
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately 135 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.**

Item Response Form

Item	**1807-250-01-01** - Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1

Description
Please Enter Total Bid Price For 12 Month Lease Period

Item	**1807-250-01-02** - 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 1807-250

Landfill Farm Lease Hutto - 135 Acre Tract

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 24, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 24, 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.

BID REQUIREMENTS

REFERENCES:

Williamson County requires Bidder to supply with this Bid a list of at least three (3) references the Bidder has leased property from in the past. If Bidder is unable to provide at least three (3) such references, Bidder shall inform Williamson County of such inability and Bidder shall include as many references as can be provided. For each reference, include name of reference, address, telephone number and name of representative.

LEGIBILITY:

Bids must be legible and of a quality that can be reproduced.

FORMS:

All Bids should be submitted on the forms provided in this Invitation for Bid. Changes to forms made by Bidder may disqualify their Bid.

RESPONSIBILITY:

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's 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 lease payment;

c) be otherwise qualified and eligible to receive an award of the lease being offered.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

AWARD

AWARD:

Awards should be made within approximately sixty (60) days after the Bid opening date. Results of bids and IFB documents may be obtained by visiting the county Bid Portal www.bidsync.com.

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 property covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

MISCELLANEOUS

RENTAL AMOUNT:

The proposed rental amount for each 12 month lease period must be good until the end of the Initial Term. 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 lease for the period implied or expressly stated in the highest and best Bid.

PAYMENT OF TAXES:

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

STATEMENTS:

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/ Requirements.

PAYMENT:

Payments must be in accordance with the terms of the Lease Agreement.

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 of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

The Williamson County Conflict of Interest Statement must be completed, signed, and submitted with your Bid. Each Bidder must also disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way regarding the Lease that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for rejection of Bidder's Bid or future termination of the contract and Lease Agreement. Williamson County will decide, in its sole discretion, if an actual or perceived conflict should result in Bid disqualification.

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 Williamson County.

By submitting a Bid in response to this IFB, all Bidders affirm that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

DOCUMENTATION:

Bidder shall provide with this response, all documentation required by this request for Bid. Failure to provide this information may result in rejection of the Bid.

REMEDIES FOR DEFAULT:

In the event of breach or default of this contract and/or the Lease Agreement, Williamson County reserves the right to enforce the performance thereof in any manner prescribed by law and/or in any manner set forth herein or in the Lease Agreement.

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.

COMPLIANCE WITH LAWS:

The Successful Bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

LIMITATIONS OF WARRANTIES:

WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES BEING OFFERED FOR LEASE (THE "LEASED PREMISES"), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH A LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES.

BY RESPONDING TO THIS REQUEST FOR BIDS, THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, HE/SHE/IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". BIDDER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE LEASE AGREEMENT.

INSURANCE:

As required by the terms of the Lease Agreement, at all times during any term of the Lease, at Bidder's sole cost, Bidder must provide a comprehensive public liability insurance policy protecting Williamson County against all claims or demands that may arise or be claimed on account of Bidder's use of the Leased Premises at the coverage levels set out in the Lease Agreement. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Williamson County as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Bidder shall deliver to Williamson County annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Bidder further agrees to maintain at all times during any term of the Lease, at Bidder's cost, broad coverage fire and casualty insurance on its property and to provide Williamson County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Bidder's property will not be covered by any hazard insurance that may be carried by Williamson County. The Bidder assumes the risk of loss on all contents of the Leased Premises owned by the Bidder, excluding the building structures and improvements owned by the Lessor.

Bidder shall, within ten (10) calendar days from the execution of the Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Williamson County thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Bidder and shall be for a period of at least one (1) year.

INSPECTION OF PROPERTY:

THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". Bidders are encouraged to inspect the property being offered for lease under this Request for Bids prior to submitting a Bid. Please contact the Technical Contact referenced above to schedule a time to inspect the property.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately **135 acres** of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.

1.2 Technical Contact

Pete Correa, Executive Assistant to Williamson County Commissioner Precinct 4 (or successor) 350 Exchange Boulevard, Suite 100, Hutto, TX 78634 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.

PRICE SHEET

RENT FOR EACH TWELVE-MONTH LEASE PERIOD:

First Lease Period: **October 1, 2018 to September 30, 2019 (12 months)**
Second Lease Period: **October 1, 2019 to September 30, 2020 (12 months)**
Third Lease Period: **October 1, 2020 to September 30, 2021 (12 months)**
Fourth Lease Period: **October 1, 2021 to September 30, 2022 (12 months)**
Fifth Lease Period: **October 1, 2022 to September 30, 2023 (12 months)**

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For Twelve Month Lease Periods
135 acre	$_____	approx.135 acres x $_____ = $_____ per Twelve Month Lease Period to be paid in two equal installments.

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately **135 acres**, more or less, situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" and "A-1" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be five (5) years, commencing on the 1st day of October, 2018 (the "Commencement Date") and terminating on the 30th day of September, 2023 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: **October 1, 2018 to September 30, 2019 (12 months)**

Second Lease Period: **October 1, 2019 to September 30, 2020 (12 months)**

Third Lease Period: **October 1, 2020 to September 30, 2021 (12 months)**

Fourth Lease Period: **October 1, 2021 to September 30, 2022 (12 months)**

Fifth Lease Period: **October 1, 2022 to September 30, 2023 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of **$**_____ (approximately 135 acres at $_____ per acre) for each twelve (12) month lease period**.**

B. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before September 30th.

C. **Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. **If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand,**

shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that

Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within

such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL

AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such

taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Lessee:

By: _____

Printed Name: _____

Address: _____
_____

Exhibit “A”

Approximately **135 acres** of land, more or less, being out of both a 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas and out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas. The boundary of the Premises is identified and depicted in Exhibit "A-1" following this Exhibit “A”.

Exhibit “A-1”



BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1807-250 - Landfill Farm Lease Hutto - 135 Acre Tract

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **53.**

Meeting Date: 07/31/2018

Approving 2nd Amendment to GMP Georgetown Annex Project

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Second Amendment to Guaranteed Maximum Price Amendment between Williamson County, Texas and Chasco Constructors, LTD, L.L.P. relating to the Williamson County Georgetown Annex Project.

Background

These are funds that are already inside of our project budget, but currently outside of the GMP. We are preparing a change order to finish out the large meeting room and this will go towards that change order. This amendment will increase the GMP by $100,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ammendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 09:03 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Thomas Skiles		Started On: 07/25/2018 08:19 AM
Final Approval Date: 07/26/2018		

SECOND AMENDMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS SECOND AMENDMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT, hereinafter "Second Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas** (the "Owner") and **Chasco Constructors, LTD, L.L.P.** (the "Construction Manager").

RECITALS

WHEREAS, Owner and Construction Manager executed that certain Agreement Between Owner and Constructions Manager-at-Risk, dated effective December 17, 2015, for the construction of the Williamson County Georgetown Annex (the "Project);

WHEREAS, Construction Manager submitted to Owner and Owner accepted a Guaranteed Maximum Price Proposal for the Project, dated effective August 21, 2017, based on Plans and Specifications developed for the Project (the "GMP Amendment");

WHEREAS, Owner previously opted to obtain, on its own, the Security System due to an ability to procure same at a lower price and the total GMP amount in the GMP Amendment was decreased from $14,919,081.00 to $14,819,081.00 pursuant to that certain First Amendment to Guaranteed Maximum Price Amendment executed by the Parties to be effective as of May 8, 2018;

WHEREAS, Owner wishes to increase the Owner's Contingency by an additional $100,000.00 to provide funding necessary to finish out the Project's large meeting room;

NOW, THEREFORE, premises considered, Owner and Construction Manager agree that the GMP Amendment is amended as follows:

ADMENDMENTS

1. The Owners Contingency shall be increased from its original amount of $300,000.00 to the amended amount of $400,000.00. This increase to the Owner's Contingency will increase the total Guaranteed Maximum Price (GMP), which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational, from the current amount of **$14,819,081.00** to **$14,919,081.00**.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement and GMP Amendment; and, furthermore, the Agreement, GMP Amendment and this Second Amendment are the valid, binding and enforceable obligations of such party.

3. All other terms of the Agreement, GMP Amendment and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

Williamson County, Texas:

By:_____
Dan A. Gattis, County Judge

_____ ____, 20___

Chasco Constructors, LTD, L.L.P.:

By:_____
Signature

BILL BAMBRICK
Printed Name

SR. PM
Title

JULY 23 ____, 20 18
Date

Commissioners Court - Regular Session **54.**

Meeting Date: 07/31/2018

Emergency Grease Trap Removal and Installation Service Contract

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase from Ward Septic Tank and Backhoe Service in the not to exceed amount of $28,000.00 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

The Williamson County jail kitchen primary grease trap is corroded and leaking in multiple areas. It is necessary to replace the tank to prevent further leakage as it cannot sufficiently be repaired. The department point of contact is Dale Butler. This expenditure will be charged to P411 whicha was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

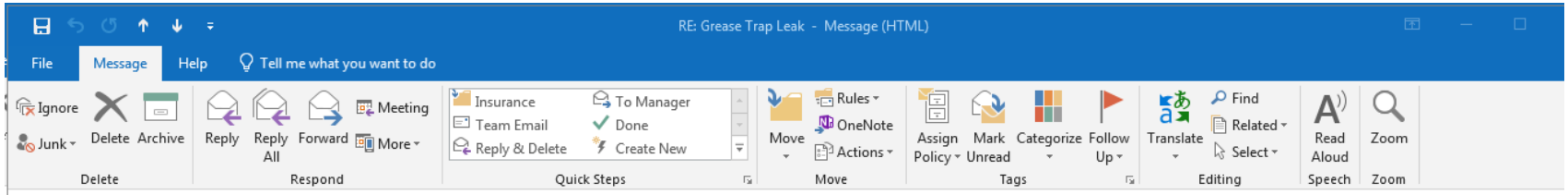
Email Justification

Contract

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 09:09 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Melissa Gurka		Started On: 07/25/2018 10:17 AM
Final Approval Date: 07/26/2018		



DB

Tue 7/24/2018 4:32 PM

Dale Butler

RE: Grease Trap Leak

To Melissa Gurka

The Jail Kitchen primary grease trap tank is corroded and leaking in multiple areas. It is necessary to replace the tank to prevent further leakage as it cannot sufficiently be repaired.

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.

From: Melissa Gurka
Sent: Tuesday, July 24, 2018 2:06 PM
To: Dale Butler <dbutler@wilco.org>
Subject: RE: Grease Trap Leak

Dale,

Please provide justification for the agenda item back up.

Thank you!

Melissa Gurka
Purchasing Specialist II

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, TX 78626
Direct Line: (512) 943-3860
Fax: (512) 943-1575

"A true professional not only follows but loves the processes, policies and principles set by his profession."
- Amit Kalantri

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Grease trap removal an new installation)

THIS SERVICES CONTRACT (hereinafter "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 **Jack Ward d/b/a Ward Septic Tank and Backhoe Service**, P.O. Box 1322, Georgetown, TX 78626 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation, dated July 20, 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 "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 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 on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $28,000.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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, dated July 20, 2018, which is designated Exhibit "A" and 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 seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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.

XVII.

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.

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:

Jack Ward
Authorized Signature

JACK WARD
Printed Name

Date: 7-24-18, 2018

Exhibit "A"
Statement of Work/Quotation,
Dated July 20, 2018
(Incorporated herein as if copied in full)

WARD SEPTIC TANK AND BACKHOE SERVICE
PO BOX 1322 GEORGETOWN TX, 78626
CELL 512-635-5161 OFFICE 512-863-6918

INVOICE NO. 01

07-20-2018

BILL TO

WILLIAMSON COUNTY
JAIL ATTN: DALE BUTLER
3101 SE INNER LOOP
GEORGETOWN TX, 78626

JOB NAME

W3ILLIAMSON COUNTY JAIL GREASE TRAP

We propose hereby to furnish material and labor necessary for the completion of:

Dig up old broken 5000 gallon grease trap. Remove and haul off old tank to land field. Cut and remove sidewalk and haul it off. WE WILL NOT BE NOT RESPONSIBLE FOR PUTTING THE SIDEWALK BACK.

Install new 5000 gallon grease trap. Grease trap will be placed back in same location, set on level pad. Install risers and hook up new tank. Run new inlet line from office to tank, approximately 50 to 60 ft.

We propose hereby o furnish material and labor – complete in accordance with the above specifications for the sum of: Twenty eight thousand dollars – ($28,000)

Payment as follows: 2 to 3 weeks after job is done

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Acceptance of Proposal: The listed prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

SUBTOTAL: $28,000

SIGNATURE:

SIGNATURE:

DATE:

Thank you for your business!

Commissioners Court - Regular Session **55.**

Meeting Date: 07/31/2018

Exemption for Tom's Dive

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Tom's Dive & Swim 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(2), for the one-time purchase of inflatable life vests and safety training in the amount of $28,499.00.

Background

Tom's Dive and Swim has provided water safety gear for us in the past. These purchases may be exempted by the public health and safety exemption. It is being charged to the Sheriff''s Office seized funds budget ($28,499).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tom's Dive 1

Tom's Dive 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 10:35 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:41 AM
Form Started By: Jayme Jasso		Started On: 07/25/2018 10:45 AM
Final Approval Date: 07/26/2018		

TOM'S DIVE & SWIM

5909 BURNET RD. AUSTIN, TX 78757 - (512) 451-3425 - TOMSSCUBA.COM

QUOTE # : 00010000014301

Bill to:
Williamson Co Dive Team
James David
508 South Rock street
GEORGETOWN, TX
78626
848-3894
jdavid@wilco.org
2268

Ship to:
Williamson Co Dive Team
James David
508 South Rock street
GEORGETOWN, TX
78626
848-3894
jdavid@wilco.org
2268

Quote Date: 7/26/2018 10:00:11 AM

00010000014301

PO#:

Quote Date: 7/26/2018 10:00:11 AM

ETA:

Associate: Kirk

Comment:

SubTotal:	28100.00
Tax:	0.00
Total:	28100.00
Total :	**28100.00**

Item #	Part #	Vendor	Desc 1	Attr	Size	QTY	*Orig $*	Disc %	Price	Ext P$
730068	MRD175	MS	75 FT. ROPE THROW BAG PRO			100	*63.85*	20	51.00	**5100.00**
730002	MD318302	MS	INFLATABLE PFD W/HIT (AUTO HYD	GRY/BLK	UNI	100	*321.84*	29	230.00	**23000.00**

Expires in 30 days

TOM'S DIVE & SWIM

5909 BURNET RD. AUSTIN, TX 78757 - (512) 451-3425 - TOMSSCUBA.COM

QUOTE # : 00010000014300

Bill to:

Jason Cox

512-560-4133

999006293

Ship to:

Jason Cox

512-560-4133

999006293

Quote Date: 7/26/2018 9:59:11 AM

00010000014300

PO#:

Quote Date: 7/26/2018 9:59:11 AM

ETA:

Associate: Kirk

Comment:

SubTotal:	399.00
Tax:	0.00
Total:	399.00
Total :	**399.00**

Item #	Part #	Vendor	Desc 1	Attr	Size	QTY	*Orig $*	Disc %	Price	Ext P$
1276		TOM	OW CLASS			1	*399.00*		399.00	**399.00**

Expires in 30 days

Commissioners Court - Regular Session **56.**

Meeting Date: 07/31/2018

Awarding IFB # 1806-236 Limestone Rock Asphalt

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 awarding IFB # 1806-236 Limestone Rock Asphalt to the lowest responsive bidder Vulcan Construction Materials LP.

Background

Purchasing solicited sealed bids for limestone rock asphalt. Twenty-Five (25) vendors viewed the IFB and one (1) vendor responded. After reviewing the bid received, Road & Bridge has determined that the bid was responsive and based on past positive experience with Vulcan Construction Materials LP is recommending them for award with a contract amount of $1,000,000.00. The contract term will be from August 18, 2018 to August 17, 2019 with two (2) annual renewals. The department point of contact is Terron Everston. This expenditure will be charged to 01.0200.0210.003550. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tab Packet

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 09:04 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:18 AM
Form Started By: Melissa Gurka		Started On: 07/25/2018 03:07 PM
Final Approval Date: 07/26/2018		

Bid Tabulation Packet
for
Solicitation 1806-236

Limestone Rock Asphalt

Bid Designation: Public

Williamson County, Texas

Bid #1806-236 - Limestone Rock Asphalt

Creation Date	**Jun 14, 2018**	End Date	**Jul 18, 2018 3:00:00 PM CDT**
Start Date	**Jun 26, 2018 1:20:31 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-236--01-01 Please attach all documents to this line.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Vulcan Construction Materials LP	First Offer -	1 / each		Y	Y

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

f Vulcan Construction Materials LP $0.00

Bid Contact **Michelle Weber**
benavideso@vmcmail.com
Ph 210-524-3519
Fax 210-524-3555

Address **PO Box 791550**
San Antonio, TX 78279

Agency Notes:

Supplier Notes:

Head Attch:

**

Vulcan Construction Materials LP

Bid Contact **Michelle Weber**
benavideso@vmcmail.com
Ph 210-524-3519
Fax 210-524-3555

Address **PO Box 791550**
San Antonio, TX 78279

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-236--01-01	Please attach all documents to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Vulcan Construction Materials LP

Item: **Please attach all documents to this line.**

Attachments

Williamson County Limestone Rock Asphalt IFB 1806-236.pdf

WILLIAMSON COUNTY BID FORM

LIMESTONE ROCK ASPHALT BID

NUMBER: IFB1806-236

NAME OF BIDDER: Vulcan Construction Materials LLC

Mailing Address: P.O. Box 791550

City: San Antonio State: TX Zip: 78279

Email Address: benavidesa@vmcmail.com

Telephone: (210) 524-3567 Fax: (210) 524-3555

Mobile Phone: (210) 241-5041

Item #	Item Description	Quantity	Unit	Delivery Site	Unit Pricing Delivered
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown	$69.50/ ton
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown	$70.50/ ton
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown	$70.50/ ton
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown	$70.50/ ton
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown	$71.50/ 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).

Oscar Benavides

Signature of Person Authorized to Sign Bid

Date of Bid: 7-11-18

Printed Name and Title of Signer: Oscar Benavides, Sales Mgr.

Williamson County, Texas BidSync

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-377985

Date Filed:
07/10/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vulcan Construction Materials LLC
San Antonio, TX United States

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1806-236
Limestone Rock Asphalt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vulcan Construction Materials LLC	Birmingham, AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Oscar Benavides, and my date of birth is 1-2-59.

My address is 800 Isom Rd., Ste. 300, San Antonio, TX, 78216, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of TX, on the 11 day of July (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Williamson County, Texas

BidSync

7/18/2018

Supplier: **Vulcan Construction Materials LP**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-236
Limestone Rock Asphalt

BIDS MUST BE RECEIVED ON OR BEFORE:
Jul 18, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jul 18, 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.

Supplier: **Vulcan Construction Materials LP**

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:
City of San Antonio 111 Soledad St-San Antonio, 78205

Contact Name: Title:
Paul Calapa Procurement Admin

Phone: E-mail
210-207-5734 purchweb@sanantonio.gov

Contract Date To: Contract Date From: Contract Value: $
ongoing

Scope of Work:
supply LRA

Reference 2

Client Name: Location:
Bexar County 1103 S. Frio-San Antonio, 78207

Contact Name: Title:
Mary Quinones Purchasing Agent

Phone: E-mail
210-335-2211 mary.quinones@bexar.org

Contract Date To: Contract Date From: Contract Value: $
ongoing

Scope of Work:
supply LRA

Reference 3

Client Name:
Travis County

Location:
700 Lavaca-Austin, 78701

Contact Name:
Bonnie Floyd

Title:
Purchasing Agent

Phone:
512-854-9700

E-mail
bonnie.floyd@traviscountytx.gov

Contract Date To:
ongoing

Contract Date From:

Contract Value: $

Scope of Work:
supply LRA

Supplier: **Vulcan Construction Materials LP**

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.**	**Oscar Benavides**
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.**	**none**
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.**	**none**

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: none**

7		**7/11/18**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Vulcan Construction Materials LP**

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:	**Vulcan Construction Materials LLC**
Address of Bidder:	**P.O. Box 791550 San Antonio 78279**
Email:	**benavideso@vmcmail.com**
Telephone:	**210-524-3567**
Printed Name of Person Submitting Affidavit:	**Oscar Benavides**
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 **Oscar Benavides**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Oscar Benavides**, (*Name of Signer*) am a duly authorized officer of/agent for **Vulcan Construction Materials LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Vulcan Construction Materials LLC**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the **11**day of **July**, 20**18**.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Vulcan Construction Materials LP**

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.

WILLIAMSON COUNTY
1848

July 23, 2018

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Bid #1806-236 – Limestone Rock Asphalt

After reviewing all of the pertinent information, Vulcan Construction Materials LP, submitted the lowest and best offer for the Bid #1806-236 – Limestone Rock Asphalt. I recommend to the Williamson County Commissioner's Court that they award Vulcan Construction Materials LP as the primary vendor.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **57.**

Meeting Date: 07/31/2018

Award IFB 1806-238 CR 129 at Brushy Creek-Bearing Pad Replacements

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1806-238 for CR129 Bridge at Brushy Creek - Bearing Pad Replacements to the lowest responsive bidder, RHB Construction.

Background

Williamson County received 4 bids and the IFB was viewed by 31 vendors. Road and Bridge reviewed the bids and recommends that RHB Construction be awarded the bid in the amount of $118,675.00 to replace bearing pads at CR 129 Bridge crosses Brushy Creek. The point of contact is Terron Evertson, P.E. and Funding Source: Line Item 3599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

RHC Construction Bid

tab report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 10:03 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:20 AM

Form Started By: Johnny Grimaldo Started On: 07/26/2018 08:43 AM

Final Approval Date: 07/26/2018

WILLIAMSON COUNTY
1848

July 23, 2018

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for CR 129 Bridge at Brushy Creek, Bearing Pad Replacements – Bid #1806-238

After reviewing all of the pertinent information, it appears that RHB Construction submitted the overall lowest and best offer for the #1806-238 project bid, CR 129 Bridge at Brushy Creek, Bearing Pad Replacements.

I recommend to the Williamson County Commissioner's Court that they award RHB Construction the contract for the CR 129 Bridge at Brushy Creek, Bearing Pad Replacements project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

BID FORM
CR 129 BRIDGE BEARING PAD REPLACEMENTS
WILLIAMSON COUNTY, TEXAS

TxDOT Bid Item		Description	Unit	Estimated Quantity	Unit Price	Total Price
500	6001	MOBILIZATION	LS	1	10,000.00	10,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	9,000.00	9,000.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	50	1.00	50.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	50	.50	25.00
4002	6001	REPLACE ELASTOMERIC BEARING PADS	EA	24	4,150.00	99,600.00
TOTAL						118,675.00

Bid #1806-238 - CR 129 Bridge at Brushy Creek- Bearing Pad Replacements

Creation Date	**Jun 20, 2018**	End Date	**Jul 18, 2018 2:00:00 PM CDT**
Start Date	**Jun 26, 2018 1:53:14 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-238--01-01 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
RHB	First Offer - $118,675.00	1 / each	$118,675.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
forsythe bros.	First Offer - $143,999.84	1 / each	$143,999.84	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Need to verify plans. Plans say can only raise bridge 1/4" but based on bearing pad thickness may need more than that.			
SCR Civil Construction, LLC	First Offer - $237,350.00	1 / each	$237,350.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Iowa Bridge & Culvert, LC	First Offer - $250,833.00	1 / each	$250,833.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

1806-238--01-02 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Iowa Bridge & Culvert, LC	First Offer - $0.00	1 / each	$0.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Bid Bond Attached			
SCR Civil Construction, LLC	First Offer - $0.00	1 / each	$0.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
forsythe bros.	First Offer - $0.00	1 / each	$0.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** note uploaded all items and scan of bid security on this upload attachment area			
RHB	First Offer - $118,675.00	1 / each	$118,675.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f forsythe bros. $143,999.84 (2/2 items)

Bid Contact **bill forsythe**
bf1manor@aol.com

Address **309 w lane**
manor, TX 78653

Ph 512-272-5504

Bid Notes **note specs say form 1295 is to be provided post bid so I did not include that in this package**

Agency Notes:

Supplier Notes:
note specs say form 1295 is to be provided post bid so I did not include that in this package

Head Attch:

f RHB $237,350.00 (2/2 items)

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Bid Bond (Status: Authorized on Jul 10, 2018)

Agency Notes:

Supplier Notes:

Head Attch:

f SCR Civil Construction, LLC $237,350.00 (2/2 items)

Bid Contact **tom jahnke**
tomj@scrconstruction.com
Ph 281-344-0700

Address **RICHMOND, TX 77469**

Agency Notes:

Supplier Notes:

Head Attch:

f Iowa Bridge & Culvert, LC $250,833.00 (2/2 items)

Bid Contact **Chris Kumnick**
ckumnick@ibctx.com
Ph 940-279-4200
Fax 940-279-4204

Address **507 Main St.**
Lake Dallas, TX 75065

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.

Commissioners Court - Regular Session **58.**

Meeting Date: 07/31/2018

First Amended Services Contract for Access Control System Precinct 3 Annex

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 amended service contract between Stanley Convergent Security Solutions, Inc. and Williamson County for installation of security access system relating to the Georgetown Annex project in the amended amount of $80,744.19 and authorizing the execution of the agreement.

Background

Stanley Security Solutions will expand the County-wide access control system into the Georgetown Annex, furnishing all labor and materials. This is an amendment to the initial contract that was approved on July 10, 2018. The department point of contact is Dale Butler. This expenditure will be charged to P325 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 10:42 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:44 AM
Form Started By: Melissa Gurka		Started On: 07/26/2018 09:19 AM
Final Approval Date: 07/26/2018		

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: 7/23/2018

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 Annex - add contacts, lock power, and 1 cardreader - Q-32615
Transaction Type: New
System Information: Access

Address of Project:

Expected approximate date of commencement of project: October 1, 2018
Expected approximate date of completion of project: October 15, 2018

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Conduit w/ Pull Strings, All Patching & Painting, 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
1.00	LNL-1320-S3	DUAL READER INTERFACE MODULE (SERIES 3 -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
1.00	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
48.00	947BR	RECESSED STEEL DOOR CONTACT, 1IN, 5FT LEADS, BR-BROWN
5.00	AX-AL1024X16	AL1024ULXPD16 10AMP,24VDC,P/S
5.00	IM-1270	BATTERY - 12V, 7AH
1.00	2S31952R5	18(4)+22(2+4+6)1S CMP PROFN 500FT (COMP TO HW 31955099)
1.00	198255	PANDUIT | G4X4LG6 TYPE G WIDE SLOT WIRING DUCT, 4IN W X 4IN H, 6FT LENGTH, PVC, LIGHT GRAY.

Existing Equipment

License Information (as of 5/15/2018): 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; 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 (Louisville): LA F1162; F675; F1277; 61931: MA 12737A: MD 107-1828: 259: MI 5103306; 3601205772: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 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; 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.

Quantity	Description

Equipment Notes

Pricing per Stanley Buyboard contract #493-15

Stanley security Solutions will furnish and install the following additions to the access control system at the Georgetown PCT 3 Annex: Refer to the attached drawings for equipment locations.

Headend panel - Room #106

1 Dual reader interface module

3 10amp power supply with battery backup

Headend panel - Room #208

2 10amp power supply with backup battery

Cardreader Door - #118

1 Multiclass cardreader

1lot Composite plenum cable

Door contacts

48 Contacts - (44) single doors and (4) double doors

Notes

1.) Stanley will furnish, install, and terminate (48) door contact switches: (44) single doors and (4) Dbl. doors

2.) Stanley will furnish and install (5) 10amp power supplies with battery backup: (3) in Headend Room #106 and (2) in Headend room #208

3.) Stanley will terminate all access control cable including the lock power to the above (44) doors.

4.) Stanley will furnish and install (1) Dual reader interface module in the headend panel on the 1st foor in room #106

5.) Stanley will furnish and install (1) multiclass cardreader on door # 118

The customer will provide

1.) An access path to the power transfer devices and door contacts for all (44) doors and (48) door contacts

2.) Commercial power at the headend locations to power the lock power supplies

3.) 3/4" Plywood on the walls of the two headend rooms (per fire code) to mount the power supplies

Theory of Operation

License Information (as of 5/15/2018): 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; 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 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103306; 3601205772: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 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; 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.

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*:	$14,365.77
Up-front Deposit*:	$0.00
Progress Payments*:	
Balance Due Upon Completion*:	$14,365.77

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)

KEITH CHOATE
Security Representative (Print)

STANLEY Authorized Manager (Sign)

MATTHEW S FORTNER
STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

License Information (as of 5/15/2018): 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; 46882; 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; 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 (Louisville); LA F1162; F875; F1277, 61931; MA 12737A; MD 107-1826, 259; MI 5103306; 3801205772; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; NY 12000293189, Licensed by NYS Dept. of State; OH 53-80-1512; OK 953; OR 181567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3367; BAC5501; TN 1180; 1448; 1650; 1445; CE-D 65528; TX ACR2639; ECR1821; S02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

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 5/15/2018): 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; 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 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103306; 3601205772: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 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; 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.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST AMENDED 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 Stanley Security Customer Installation Agreement, dated June 15, 2018, and an additional Stanley Security Customer Installation Agreement, dated July 23, 2018, which are each incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A3," 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 $66,378.42 (original installation agreement) plus $14,365.77 (second installation agreement) for a grand total of $80,744.19.**

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, which is incorporated herein as if copied in full;

B. Stanley Security Customer Installation Agreement, dated June 15, 2018, which is incorporated herein as if copied in full;

C. Additional Stanley Security Customer Installation Agreement, dated July 23, 2018;

D. Buyboard # 493-15 and related addenda and exhibits; and

E. 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

Matthew S Fortner
Printed Name

Date: 7/25, 2018

Exhibit(s)
Statement of Work/Quotation
and
Customer Installation Agreement(s)

Commissioners Court - Regular Session **59.**

Meeting Date: 07/31/2018

RFP 1807-251 Landscape Maintenance Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Landscape Maintenance Services under RFP# 1807-251.

Background

Williamson County is seeking a Landscape Maintenance company for designated areas specified in the RFP to include, but not limited to, mowing, edging/trimming and weed eating, fertilizing, weed control, aeration, tree maintenance and several other landscaping requirements detailed in the specifications. Christi Stromberg is the point of contact and the funding source is 100-509-4810. Requested budget for FY18-19 is $377,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bld Packet for 1807-251

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/26/2018 10:42 AM
County Judge Exec Asst.	Wendy Coco	07/26/2018 10:44 AM
Form Started By: Johnny Grimaldo		Started On: 07/26/2018 09:33 AM
Final Approval Date: 07/26/2018		

Solicitation 1806-238

CR 129 Bridge at Brushy Creek- Bearing Pad Replacements

Bid Designation: Public

Williamson County, Texas

Bid 1806-238
CR 129 Bridge at Brushy Creek- Bearing Pad Replacements

Bid Number	1806-238
Bid Title	CR 129 Bridge at Brushy Creek- Bearing Pad Replacements
Expected Expenditure	**$125,000.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Jul 18, 2018 2:00:00 PM CDT
Question & Answer End Date	Jul 13, 2018 7:00:00 AM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**30 days**
Bid Comments	**Williamson County is seeking qualified contractors to provide materials, experienced construction crew and equipment to replace bearing pads at CR 129 Bridge crosses Brushy Creek.**

Item Response Form

Item	**1806-238-01-01** - Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** $125,000.00

Description
Total Bid Price

Item	**1806-238-01-02** - Please attach all documents to this line
Quantity	**1 each**
Unit Price	
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 1806-238

CR 129 Bridge at Brushy Creek- Bearing Pad Replacements

BIDS MUST BE RECEIVED ON OR BEFORE:
Jul 18, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jul 18, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame stipulating the days to substantial and final completion will be given for completion of plans on this bid as each project is assigned. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200 per working day.

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract**. **Bid guarantees must be submitted in the same sealed envelope with the Bid**. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Bidder’s property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

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INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	LOCATION MAP
3	BEARING DETAILS & QUANTITIES
4	BEARING REPAIR LAYOUT
5	DETOUR PLAN
	* **STANDARDS**
6	BC(1)-14
7	BC(5)-14
8	BC(6)-14
9 - 11	BC(8)-14 THRU BC(10)-14
12	EC(1)-16
13 - 14	IBEB

WILLIAMSON COUNTY
PRECINCT 4

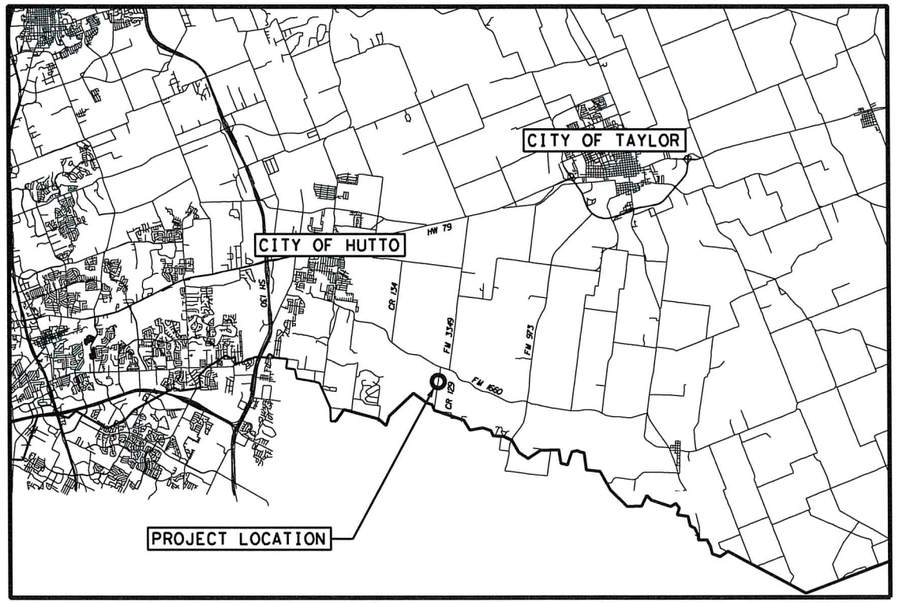
PLANS OF PROPOSED
CR 129 BRIDGE
BEARING PAD REPLACEMENTS

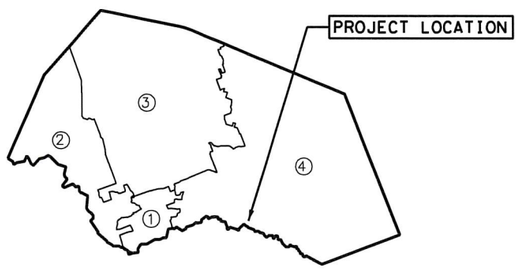
WILLIAMSON COUNTY PROJECT NO. IFB _____

NET LENGTH OF PROJECT = 450'

PROJECT LIMITS: FROM: 1,800 FT SOUTH OF FM 1660
TO: 2,250 FT SOUTH OF FM 1660

FOR THE REPLACEMENT OF BRIDGE BEARING PADS.





WILLIAMSON COUNTY PRECINCTS

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

FUNCTIONAL CLASSIFICATION = RURAL LOCAL

DESIGN SPEED (CR 129) = 40 MPH

WILLIAMSON COUNTY
1848

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STEGER BIZZELL
TBPE FIRM NO. 181

* THE STANDARDS AND SPECIFICATIONS IDENTIFIED HEREIN HAVE BEEN SELECTED BY ME OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

PREPARED BY:
STEGER BIZZELL

STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED PROFESSIONAL ENGINEER

4/30/18
BENJAMIN R. LAKE, P.E. DATE
PROJECT MANAGER

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

5/1/18
J. TERRON EVERTSON, P.E. DATE
COUNTY ENGINEER

KOK

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HUTTO
PFLUGERVILLE
PFLUGERVILLE
Cele
PROJECT LOCATION
Macha Grande Airport
Luv Field
Site Number Thirty
Soil Conservation Service Site 19 Reservoir
Soil Conservation Service Site 20 Reservoir
Soil Conservation Service Site 21 Reservoir
Soil Conservation Service Site 22 Reservoir
Soil Conservation Service Site 24 Reservoir
Zimmerhanzel Lake
Shiloh Cem
Kimbro Cem
Prairie Hill Cem
Avery Cem
WILLIAMSON CO
TRAVIS CO
Brushy Cr
Battleground Cr
Avery Br
Cottonwood Cr
Chriftipond Cr
N
0 2000 4000
SCALE IN FEET

STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED PROFESSIONAL ENGINEER
4/30/18

WILLIAMSON COUNTY
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TBPE FIRM NO. 181

WILLIAMSON COUNTY
CR 129 BRIDGE REPAIR

LOCATION MAP

DATE: 4/30/2018	DN: BBS DW: BBS CK: BRL AP: BRL		
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	----		2
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	CR 129

GENERAL NOTES:

1. SHOP DRAWINGS FOR APPROVAL ARE REQUIRED.

2. A BEARING LAYOUT WHICH IDENTIFIES LOCATION AND ORIENTATION OF ALL BEARINGS SHALL BE DEVELOPED BY THE BEARING FABRICATOR. PERMANENTLY MARK EACH BEARING IN ACCORDANCE WITH THE BEARING LAYOUT. A COPY OF THE BEARING LAYOUT IS TO BE PROVIDED TO THE ENGINEER.

3. EXISTING BEARING PAD THICKNESS IS 2 3/4".

CONSTRUCTION NOTES:

1. RAISE GIRDERS IN ACCORDANCE WITH APPROVED LIFTING PLAN. DO NOT RAISE MORE THAN 1/4"

2. REMOVE ALL EXISTING BEARING PADS. DO NOT USE FLAME-CUTTING TECHNIQUES TO REMOVE BEARING PADS.

3. CLEAN EXISTING BEARING SEATS AND BEARING CONTACT AREA ON THE BOTTOMS OF THE CONCRETE GIRDERS IN ACCORDANCE WITH SPECIAL SPECIFICATIONS 4002, "ELASTOMERIC BEARING PADS".

4. LOWER EXISTING STRUCTURE AND REMOVE ALL HARDWARE OR APPURTENANCES USED TO RAISE THE GIRDERS.

LIFTING NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ITEM 495 "RAISING EXISTING STRUCTURES"

2. LIFTING FROM EXISTING ABUTMENTS AND BENT CAPS IS PERMITTED.

3. LIFTING AT THE CONCRETE DIAPHRAGMS BETWEEN GIRDERS IS NOT PERMITTED.

4. SUPPORTING FALSEWORK ON THE EXISTING ABUTMENTS AND BENT CAPS IS PERMITTED.

5. PRIOR TO STARTING THE WORK OF RAISING THE STRUCTURE, THE CONTRACTOR WILL SUBMIT TO THE ENGINEER FOR APPROVAL DETAILED PLANS BEARING THE SEAL OF A REGISTERED PROFESSIONAL ENGINEER, SHOWING THE METHODS, MATERIALS, AND EQUIPMENT PROPOSED FOR THIS WORK.

6. INCLUDE ALL TEMPORARY ATTACHMENTS, SHORING, AND OTHER LIFTING HARDWARE IN THE SUBMITTAL. DESIGN SHORING SYSTEM TO CARRY FULL DEAD LOAD AND LIVE LOAD. LIVE LOAD WILL NOT BE ON THE SPAN DURING LIFTING.

7. RAISING THE STRUCTURE WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE SUBSIDIARY TO SPECIAL SPECIFICATION 4002, "ELASTOMERIC BEARING PADS".

CR 129 BRIDGE AT BRUSHY CREEK JACKING REQUIREMENT TABLE				
SPAN	UNFACTORED SUPERSTRUCTURE DEAD LOAD PER GIRDER END (kips)	UNFACTORED LIVE LOAD PER GIRDER END (kips)	DL JACK REACTION (kips)	DL + LL JACK REACTION (kips)
1	117	32	234	222
2	115	32	230	219
3	117	32	234	222

JACKING REQUIREMENT NOTES:

1. LIFTING CAPACITIES (DL) ARE BASED ON SUPERSTRUCTURE DEAD LOAD PLUS A 100% INCREASE FACTOR AND ARE FOR EACH END OF EACH GIRDER.

2. LIFTING CAPACITIES (DL + LL) ARE BASED ON 1.3 TIMES THE DEAD LOAD PLUS 2.17 TIMES THE LIVE LOAD INCLUDING IMPACT.

ESTIMATED QUANTITIES				
ITEM CODE		DESCRIPTION	UNITS	QUANTITY
500	6001	MOBILIZATION	LS	1
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	50
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	50
4002	6001	REPLACE ELASTOMERIC BEARING PADS	EA	24

TABLE OF ESTIMATED QUANTITIES		
LOCATION OF BEARING PAD TO BE REPLACED		ITEM 4002 EA
BENT	SPAN NO.	
1	1	4
2	1	4
2	2	4
3	2	4
3	3	4
4	3	4
TOTAL		24

STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED PROFESSIONAL ENGINEER
4/30/18

WILLIAMSON COUNTY
1848

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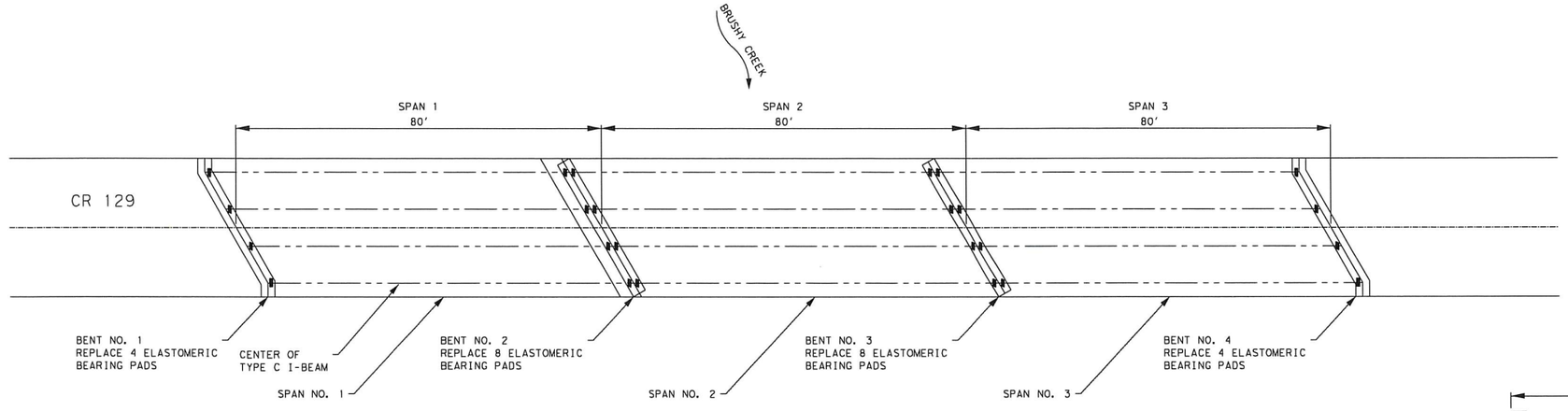
WILLIAMSON COUNTY
CR 129 BRIDGE REPAIR

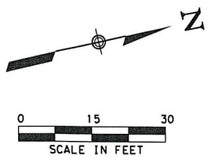
BEARING DETAILS & QUANTITIES

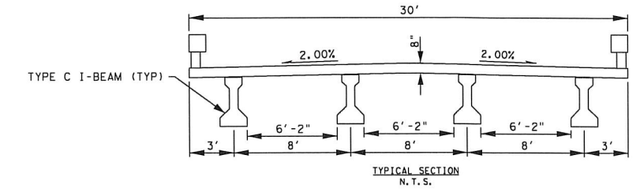
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6	----	3
STATE	DIST. / COUNTY	
TEXAS	--- / WILLIAMSON	
CONT.	SECT. / JOB	HIGHWAY NO.
----	-- / ---	CR 129

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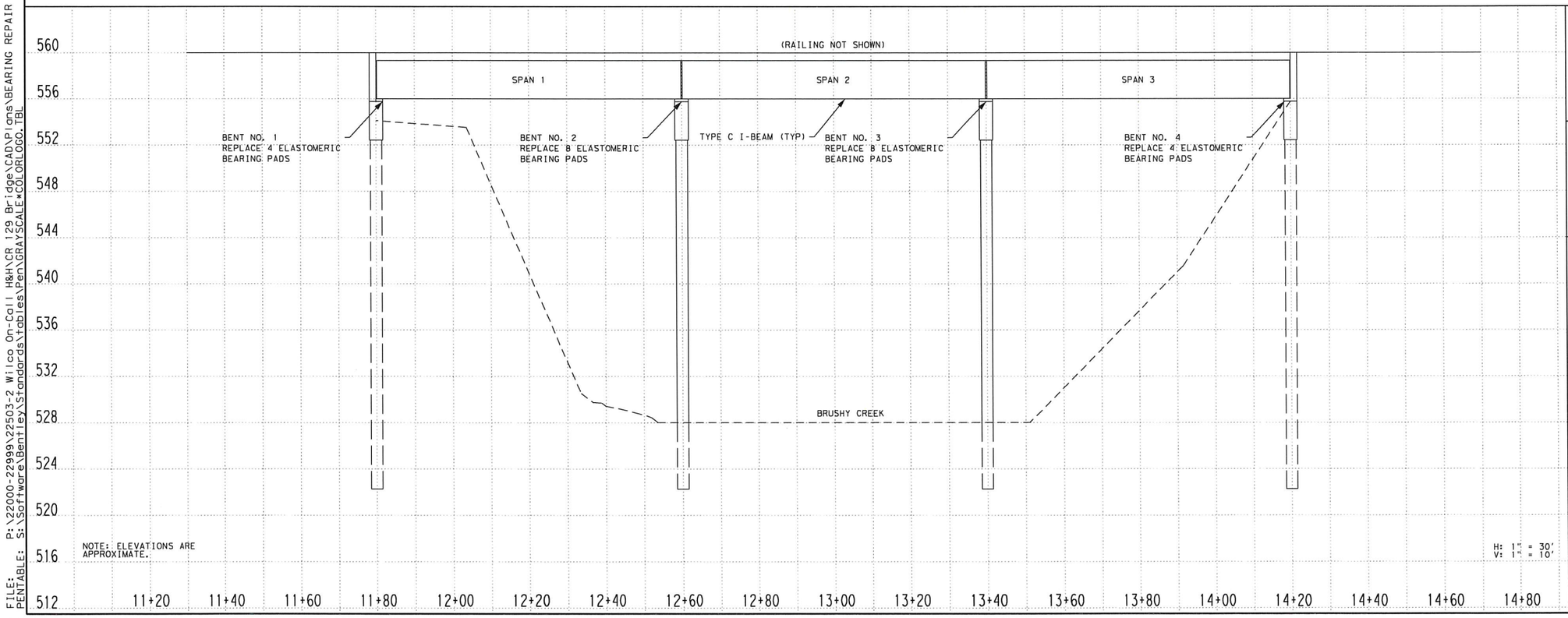
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TYPICAL SECTION
N.T.S.



STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED
PROFESSIONAL ENGINEER
4/30/18

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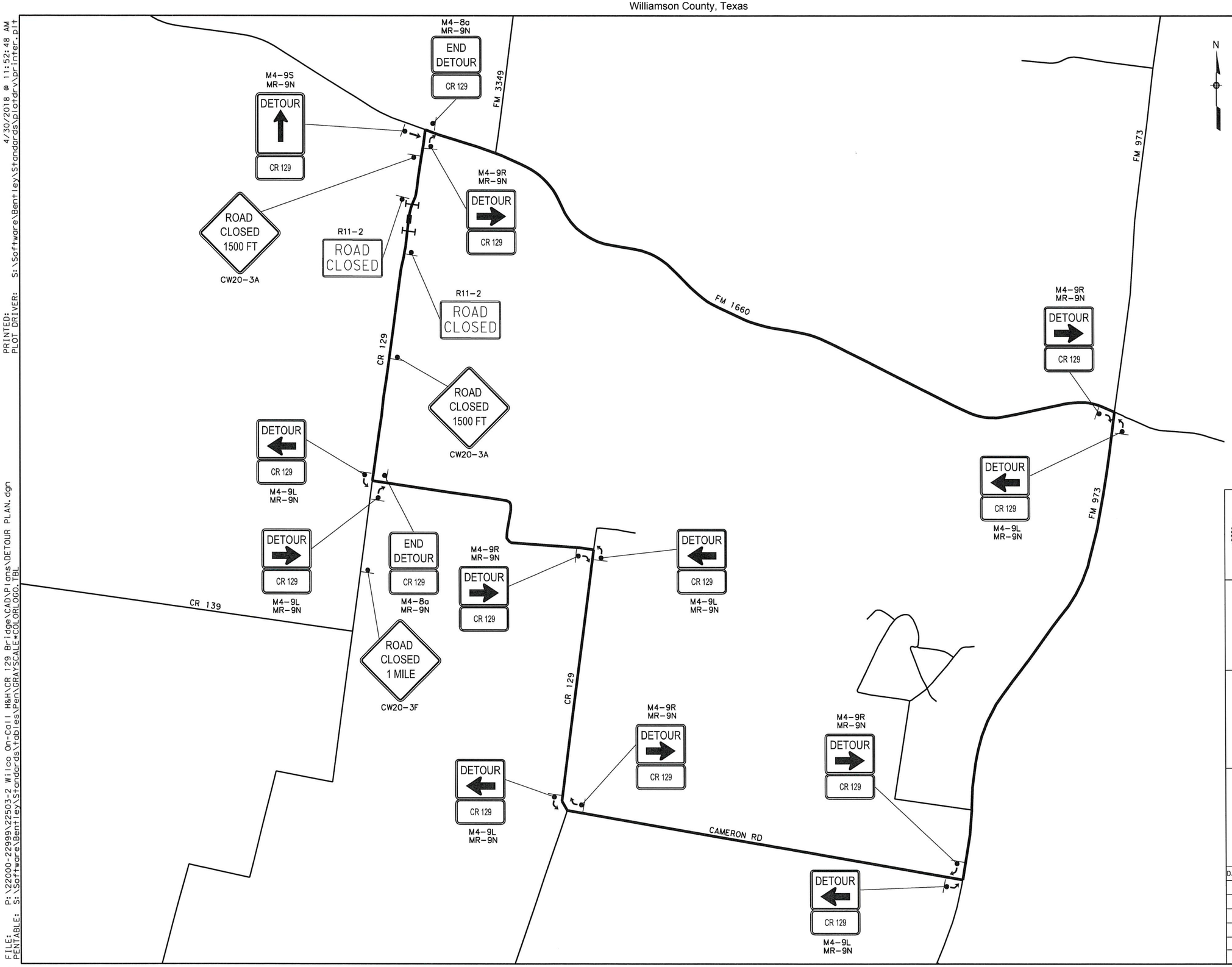
STEGER BIZZELL
TBPE FIRM NO. 181

WILLIAMSON COUNTY
CR 129 BRIDGE REPAIR

BEARING REPAIR LAYOUT

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FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				4
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB		HIGHWAY NO.	
----	--	---		CR 129	

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LEGEND:

- TYPE III BARRICADE
- SIGN POST
- DETOUR TRAFFIC FLOW

TRAFFIC CONTROL PHASING:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CR 129
3. PERFORM ELASTOMERIC BEARING PAD REPLACEMENT
4. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
5. OPEN CR 129 FOR TRAFFIC

NOTES:

1. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTY ALONG CR 129 AT ALL TIMES.
2. NO NIGHT TIME CLOSURES WILL BE ALLOWED; ALL ROADWAYS/LANES MUST BE OPEN TO TRAFFIC BY 6:00 PM EACH DAY.

STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED PROFESSIONAL ENGINEER
4/30/18

WILLIAMSON COUNTY
1848

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STEGER BIZZELL
TBPE FIRM NO. 181

WILLIAMSON COUNTY
CR 129 BRIDGE REPAIR

DETOUR PLAN

DATE: 4/30/2018	DN: BBS DW: BBS CK: BRL AP: BRL		
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	----		5
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	CR 129

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

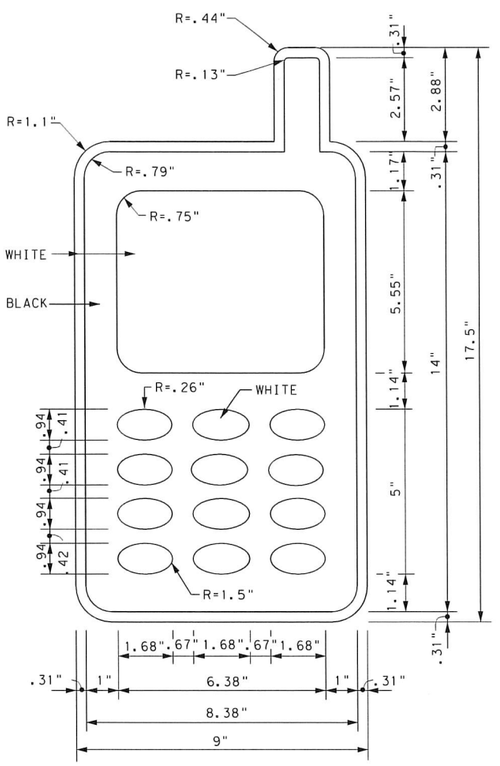
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.





3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow;
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
[TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

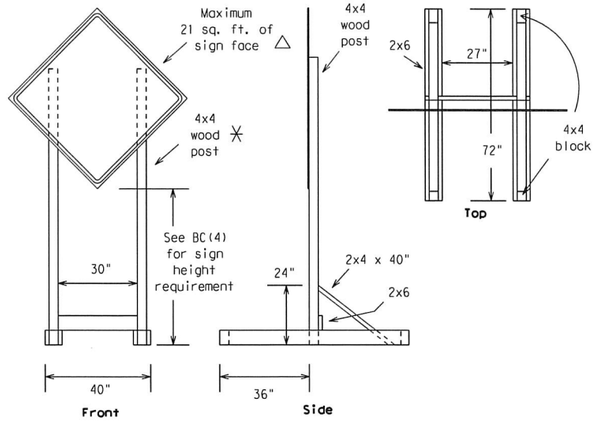
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

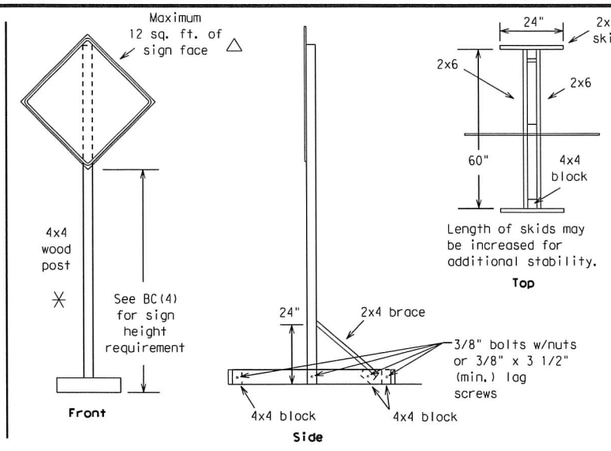
BC(1)-14

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© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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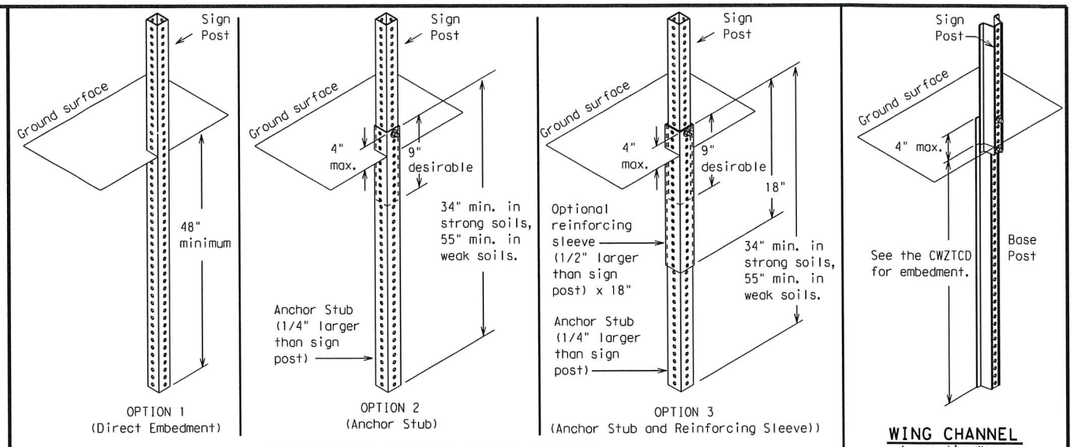
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SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

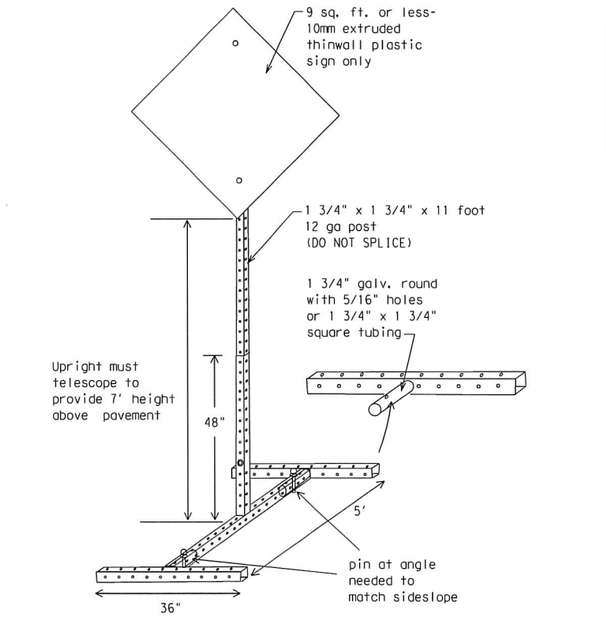


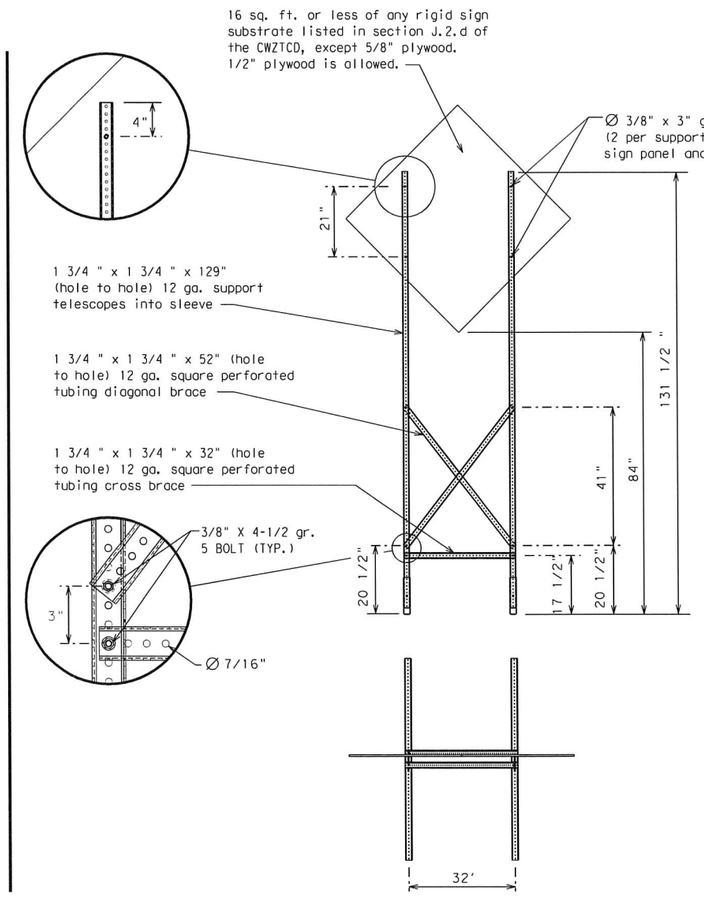
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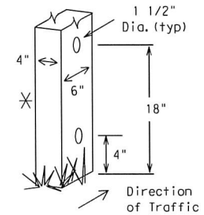
WING CHANNEL
Lap-splice/base bolted anchor

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

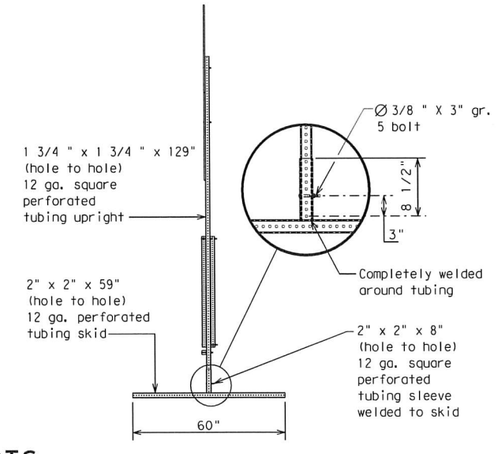






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

DATE:
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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

* See Application Guidelines Note 6.

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

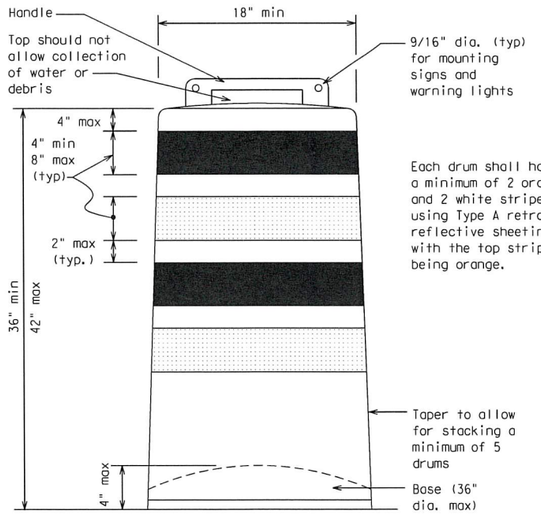
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

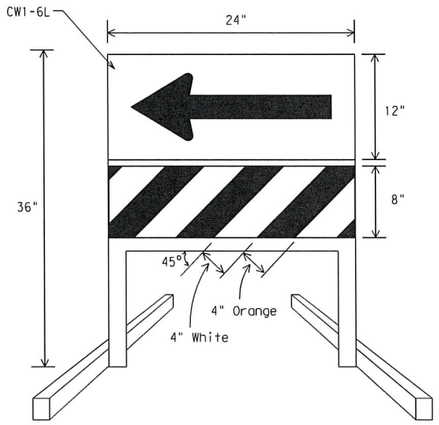
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

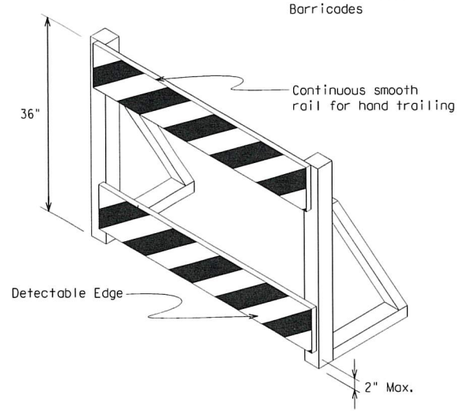




DIRECTION INDICATOR BARRICADE

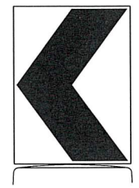
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

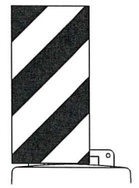


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

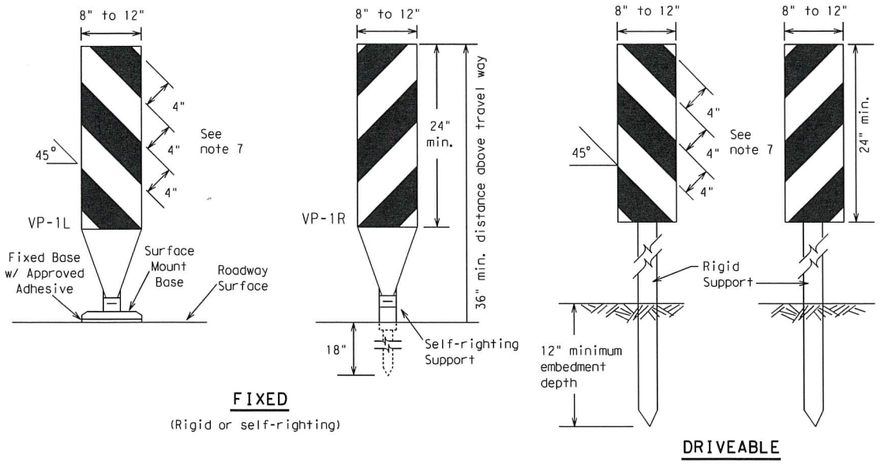
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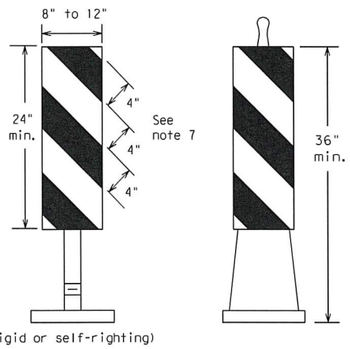
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FIXED

(Rigid or self-righting)

DRIVEABLE

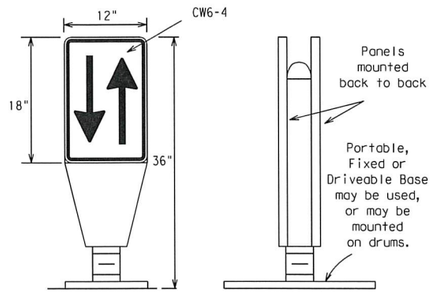


(Rigid or self-righting)

PORTABLE

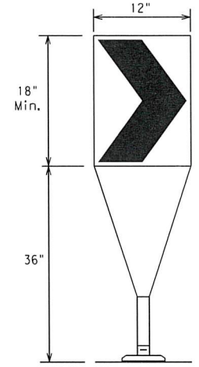
VERTICAL PANELS (VPs)

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

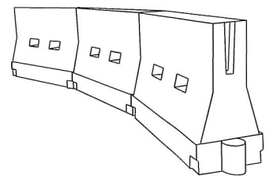
1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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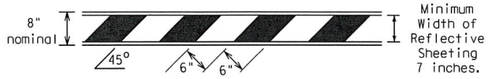
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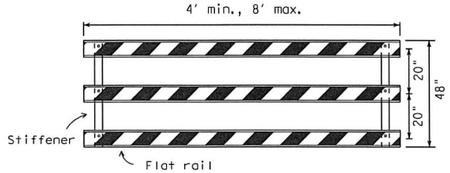
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



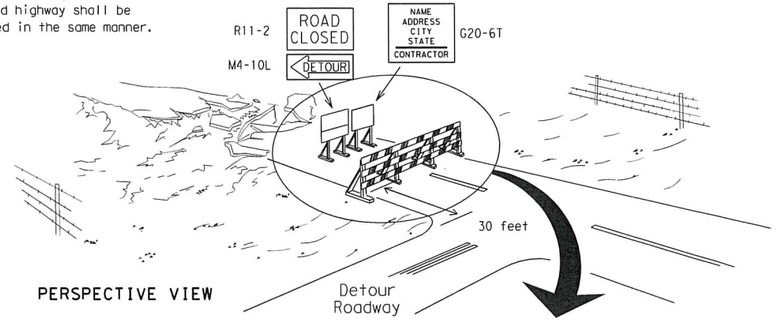
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

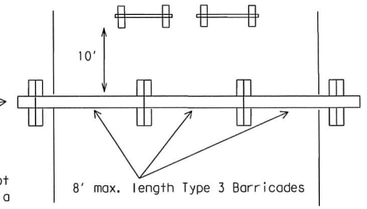
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

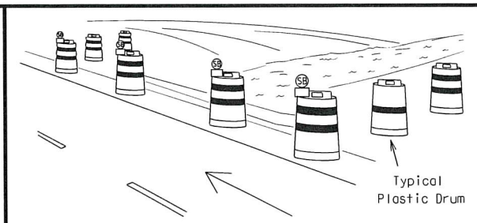
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

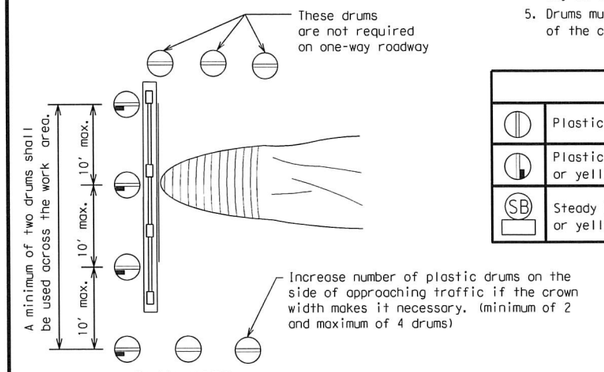
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

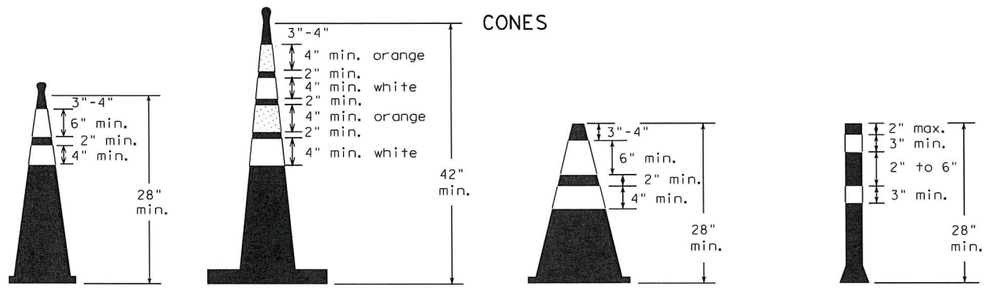
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

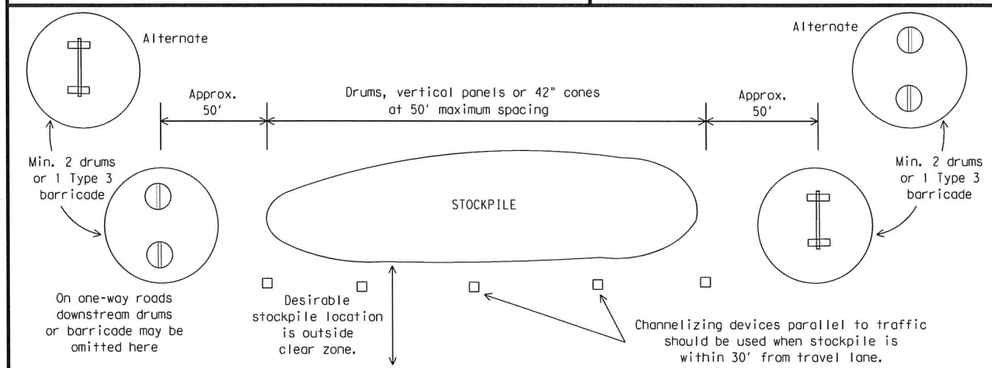


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

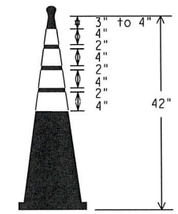
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation | Traffic Operations Division Standard

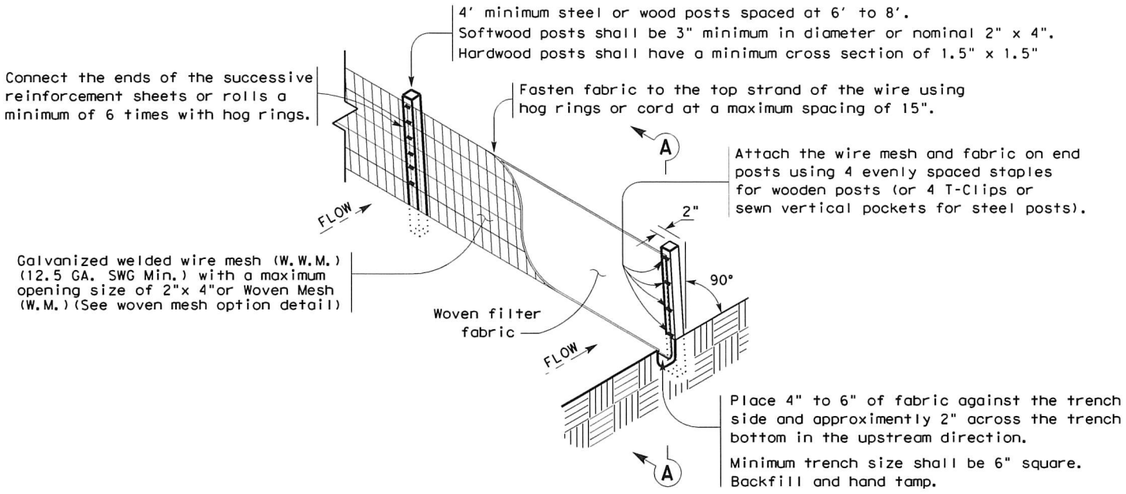
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO.

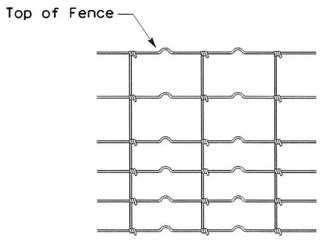
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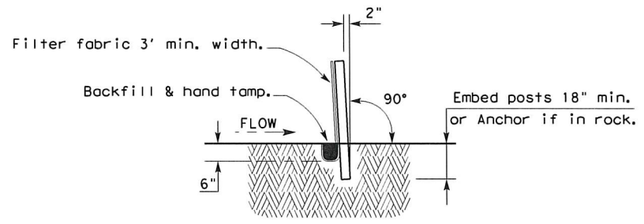
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TEMPORARY SEDIMENT CONTROL FENCE

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.

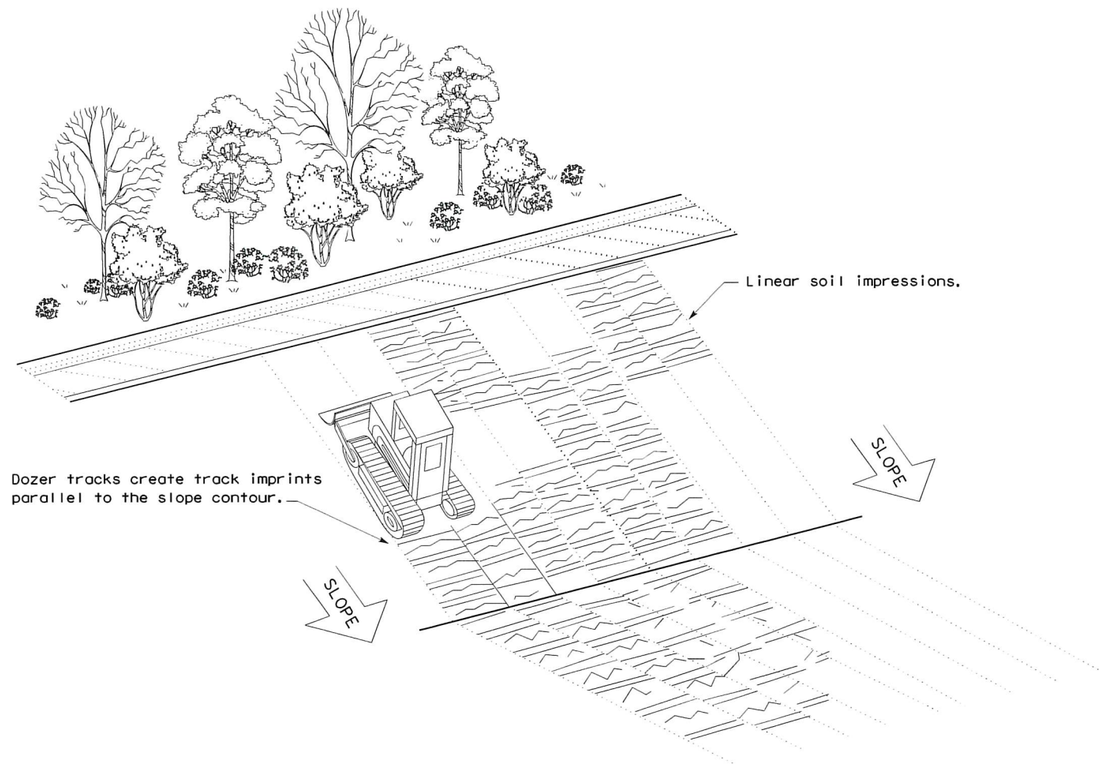
LEGEND

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

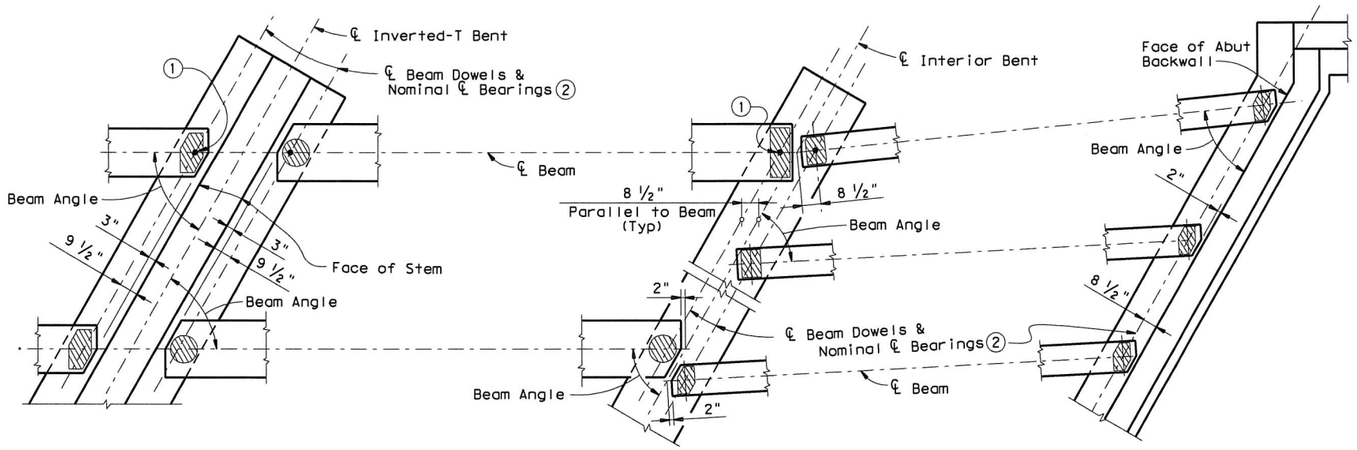
FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS					
	DIST	COUNTY		SHEET NO.	

DATE
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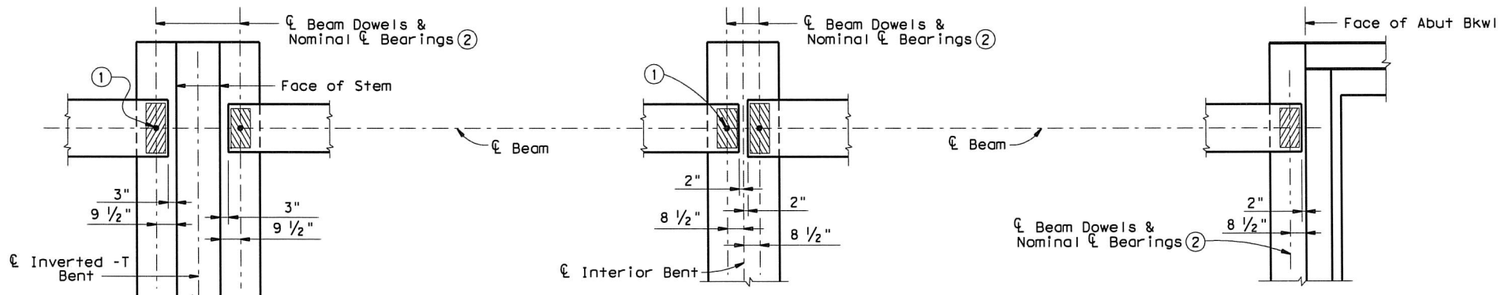
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AT INVERTED-T BENT WITH SKEW

AT CONVENTIONAL INTERIOR BENT WITH SKEW

AT ABUTMENT WITH SKEW (3)



AT INVERTED-T BENT

AT CONVENTIONAL INTERIOR BENT

AT ABUTMENT

BEAM END DETAILS

(1) Dowel at doweled beam end [labeled (D) on Bridge Layout]. Required for outside beams only or as shown on substructure details.

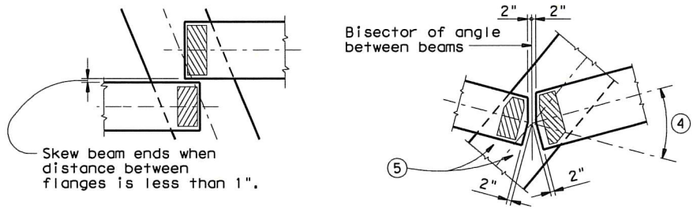
(2) For purposes of computing Bearing Seat Elevations, nominal centerline of bearing shall be defined as shown. The actual center of bearing pad may vary from this line.

(3) For Transition Bents with backwall, beams and elastomeric bearings shall receive the same treatment as shown for Abutments.

(4) When angle exceeds 0°, one or both beam ends shall be clipped to maintain the clearance between beam ends as shown in view.

(5) See Elastomeric Bearing Data Table for Bearing size. Corner clips in Table not applicable for this situation. Table reflects beam conflicts of this type on radial bents only.

GENERAL NOTES:
These details accommodate skew angles up to 60°.
Shop drawings for approval are required.
A bearing layout which identifies location and orientation of all bearings shall be developed by the bearing fabricator. Permanently mark each bearing in accordance with the bearing layout. A copy of the bearing layout is to be provided to the Engineer.
Cost of furnishing and installing elastomeric bearings shall be included in unit price bid for "Prestressed Concrete Beams".



BEAM CONFLICT DETAILS

HL93 LOADING Sheet 1 of 2

Texas Department of Transportation
Bridge Division

ELASTOMERIC BEARING AND BEAM END DETAILS

PRESTR CONCRETE I-BEAMS

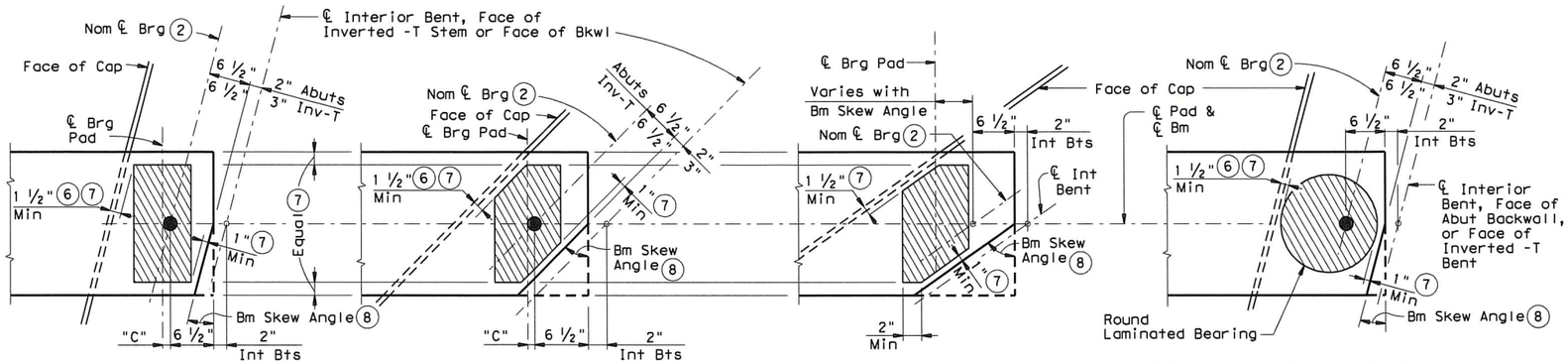
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© TxDOT January 2005	DISTRICT	FEDERAL AID PROJECT		SHEET
REVISIONS Rev. 4-05: Taper Tolerance and Shop Drawings				
	COUNTY	CONTROL	SECT	JOB	HIGHWAY
	WILLIAMSON	0914	05	141	CR104

LEVELS DISPLAYED ACC:

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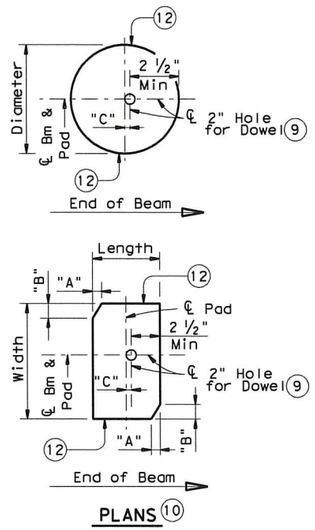
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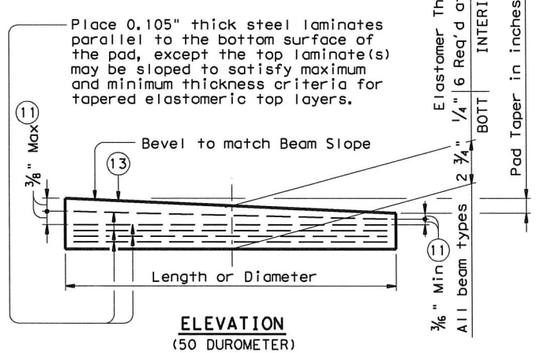
SKEWED BMS ENDS AT CONV INT BENTS

ROUND BEARINGS FOR SKEWED TYPE IV & VI BEAMS ONLY

ELASTOMERIC BEARING PLACEMENT DIAGRAMS



PLANS (10)



ELEVATION (50 DUROMETER)

LAMINATED ELASTOMERIC BEARING DETAILS (14)

(2) For purposes of computing Bearing Seat Elevations, nominal centerline of bearing shall be defined as shown. The actual center of bearing pad may vary from this line.

(6) 3" for Inverted -T.

(7) Factors controlling laminated bearing placement if no dowel is present. Place ℄ Pad as near Nominal ℄ Brg as possible between limits shown.

(8) Complement of Beam Angle except at some conflicting beams.

(9) Provide 2" Dia Hole (always on beam end side of centerline pad) only at locations required. See substructure details for location. The Dowel offset "C" dimension may be 0" when the bridge is square.

(10) See Elastomeric Bearing Data Table for dimensions.

(11) Maximum and minimum layer thicknesses shown are for elastomer only, on tapered layers.

(12) Locate Permanent Mark here.

(13) BEARING TYPE shall be indicated on all pads. For tapered pads, BEARING TYPE shall be located on the high side. The Fabricator shall include the value of "N" (amount of taper in ⅛" increments) in this mark.
Examples: N=0, (for 0" taper)
N=1, (for ⅛" taper)
N=2, (for ¼" taper)
(etc.)
Fabricated pad top surface slope shall not vary from plan beam slope by more than $\left(\frac{0.0625"}{\text{Length or Dia}}\right)$ IN/IN.

(14) The use of Polyisoprene (natural rubber), for the manufacture of bearing pads, is not permitted.

(15) Substructure dimensions must satisfy the minimums provided to accommodate the elastomeric bearings shown on this standard.

(16) Interpolate "C" values for angles not shown between 30° & 40°, 40° & 50°, 50° & 60°.

TABLE OF MINIMUM SUBSTRUCTURE DIMENSIONS (15)

Beam Type	Abutments: Face of Bkwl to Face of Cap	Int Bents: Overall Cap Width	Inv-T Bents: Corbel Width
A, B, & C	1'-4 ½"	2'-9"	1'-8"
IV	1'-7 ½"	3'-3"	1'-10"
VI	1'-10 ½"	3'-9"	2'-0"

ELASTOMERIC BEARING DATA TABLE

Bent Type	Beam Type	Brg Type (13)	Beam End Skew Angle Range	Pad Size Lgth x Wdth	Pad Clip Dimensions "A"	Pad Clip Dimensions "B"	"C" (9)
AT ABUTMENTS, INVERTED - T & TRANSITION BENTS WITH BACKWALLS	A	A-1-"N"	0° thru 15°	7" x 12"	—	—	—
	A	A-2-"N"	15° + thru 45°	7" x 12"	1 ¼"	1 ¼"	¾"
	A	A-3-"N"	45° + thru 60°	7" x 12"	1 ½"	2"	1"
	B	B-1-"N"	0° thru 15°	7" x 14"	—	—	—
	B	B-2-"N"	15° + thru 45°	7" x 14"	2 ¼"	2 ¼"	¾"
	B	B-3-"N"	45° + thru 60°	7" x 14"	3 ¾"	2 ¼"	1"
	C	C-1-"N"	0° thru 15°	7" x 16"	—	—	—
	C	C-2-"N"	15° + thru 45°	7" x 16"	3 ¼"	3 ¼"	¾"
	C	C-3-"N"	45° + thru 60°	8" x 16"	6"	4"	1"
	IV	IV-1-"N"	0° thru 15°	7" x 22"	—	—	1"
	IV	IV-2-"N"	15° + thru 29°	7" x 22"	2 ½"	4 ½"	1"
	IV	IV-3-"N"	30° (16)	15" Dia	—	—	2 ⅜"
	IV	IV-4-"N"	40° (16)	15" Dia	—	—	2 ⅝"
	IV	IV-5-"N"	50° (16)	15" Dia	—	—	3 ⅛"
	IV	IV-6-"N"	60° (16)	15" Dia	—	—	4"
	VI	VI-1-"N"	0° thru 15°	9" x 24"	—	—	2"
	VI	VI-2-"N"	15° + thru 29°	9" x 24"	3 ¼"	5 ½"	2"
	VI	VI-3-"N"	30° (16)	17" Dia	—	—	3 ¾"
	VI	VI-4-"N"	40° (16)	17" Dia	—	—	4"
	VI	VI-5-"N"	50° (16)	17" Dia	—	—	5 ½"
	VI	VI-6-"N"	60° (16)	17" Dia	—	—	6"
AT CONVENTIONAL INTERIOR BENTS — Sq Bm Ends	A	A-4-"N"	Not Applicable	7" x 12"	—	—	—
	B	B-4-"N"	Not Applicable	7" x 14"	—	—	—
	C	C-4-"N"	Not Applicable	7" x 16"	—	—	—
	IV	IV-7-"N"	Not Applicable	7" x 22"	—	—	—
	VI	VI-7-"N"	Not Applicable	9" x 24"	—	—	—
AT CONVENTIONAL INTERIOR BENTS — Skewed Bm Ends	A	A-5-"N"	0° thru 15°	7" x 12"	—	—	—
	A	A-6-"N"	15° + thru 60°	7" x 12"	1"	1"	—
	B	B-5-"N"	0° thru 15°	7" x 14"	—	—	—
	B	B-6-"N"	15° + thru 45°	7" x 14"	1 ¾"	1 ¾"	—
	B	B-7-"N"	45° + thru 60°	7" x 14"	2 ¾"	1 ¾"	—
	C	C-5-"N"	0° thru 15°	7" x 16"	—	—	½"
	C	C-6-"N"	15° + thru 45°	7" x 16"	2 ¾"	2 ¾"	—
	C	C-7-"N"	45° + thru 60°	7" x 16"	4 ½"	2 ¾"	—
	IV	IV-8-"N"	0° thru 15°	7" x 22"	—	—	1"
	IV	IV-9-"N"	15° + thru 29°	7" x 22"	1 ¼"	2"	—
	IV	IV-10-"N"	29° + thru 60°	15" Dia	—	—	—
	VI	VI-8-"N"	0° thru 15°	9" x 24"	1"	3 ¾"	1 ½"
	VI	VI-9-"N"	15° + thru 29°	9" x 24"	1"	2"	—
	VI	VI-10-"N"	29° + thru 60°	17" Dia	—	—	—

HL93 LOADING Sheet 2 of 2

Texas Department of Transportation
Bridge Division

ELASTOMERIC BEARING AND BEAM END DETAILS

PRESTR CONCRETE I-BEAMS

IBEB

FILE: ibebstel.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT January 2005	DISTRICT	FEDERAL AID PROJECT		SHEET
REVISIONS				
Rev. 4-05: Taper Tolerance and Shop Drawings	COUNTY	CONTROL	SECT	JOB	HIGHWAY
	WILLIAMSON	0914	05	141	CR104

BID FORM
CR 129 BRIDGE BEARING PAD REPLACEMENTS
WILLIAMSON COUNTY, TEXAS

TxDOT Bid Item		Description	Unit	Estimated Quantity	Unit Price	Total Price
500	6001	MOBILIZATION	LS	1		
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1		
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	50		
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	50		
4002	6001	REPLACE ELASTOMERIC BEARING PADS	EA	24		
TOTAL						

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

Definition of Terms

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the attached Invitation for Bid.

Engineer: Williamson County Engineer of Road and Bridge Division, or designee.

Inspector: Engineer's designee assigned full, or part, time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

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.

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 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.

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

GENERAL NOTES

All work performed and all products furnished under the provision of the contract shall comply with requirements which pertain to the various Items of work included herein 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 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 fifteen (15) working days.

A minimum of 48 hours notice shall be given to the Engineer prior to commencing work.

Accrue contract time charges through the Contractor’s completion of the final punchlist.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by the Engineer.

The actual quantity required may be varied from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid item.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by the Engineer.

Do not park equipment where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where driver's 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 Construction Inspector with contact information for the superintendent.

Construction vehicles may be restricted from traversing or utilizing existing roadways, unprotected construction areas, and areas with vegetative cover, as determined by the Construction Inspector.

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Construction Inspector.

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Contractor shall comply with insurance requirements dictated within this contract.

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.

ABOVE-GROUND STORAGE TANKS

Shall not be permitted.

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 either permanent or temporary working 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 of 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.

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

LOCATION AND PROTECTION OF 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 area. Upon request, the County may provide such information that it has about the location and grade of water, gas, telephone cable TV and electric lines and other utilities in 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 he shall cause such damage to be repaired at his expense. Contractor shall contact Dig-Test at 1-800-344-8377, for utility verification prior to beginning construction.

SURPLUS MATERIAL

Any surplus material defined as "solid waste" under the Texas Commission on Environmental Quality Municipal Solid Waste Regulations shall be disposed of in compliance with all applicable solid waste management regulations.

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.

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 revegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

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.

The Contractor shall be responsible for maintaining, repairing or replacing all erosion control devices as may be directed by the Construction Inspector. This work will be considered subsidiary to the various bid Items.

Item 434
Fabricate bearings (or special components) in accordance with Item 4002.

Item 495
In accordance with Special Specification 4002, the work performed under the Item will not be paid for directly but is considered subsidiary to Item 4002.

De-watering of creek beds and stock tanks shall be considered subsidiary to Item 4002.

Item 502
Traffic control plans shown within these plans are a minimum requirement. The contractor shall be responsible for any additional signs, barricades, flagmen or other traffic control devices as necessary for the safety of the traveling public. All traffic control devices shall be compliant with the current Texas Manual of Uniform Traffic Control Devices.

No night time closures will be allowed; all roadways/lanes must be open to traffic by 6:00 PM each day.

Necessary barricades, sufficient lighting, signage and other traffic control methods as may be necessary for the protection and safety of the public shall be provided by the Contractor and maintained during the construction process. The traffic control shall be adjusted in the morning prior to beginning any work.

The Contractor shall notify the County when any traffic control changes are to be made. The notifications must be made TWO DAYS prior to any change.

The Contractor shall provide all traffic control measures to prosecute the work in conformance with the Texas Manual on Uniform Traffic Control Devices, latest edition.

Access to all side streets and driveways shall be maintained at all times by the Contractor.

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the “setup”, unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Meet with Engineer prior to roadway and lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Discuss any contingency plans at that time. Consider inclement weather prior to implementing the lane closures.

Maximum delay due to one-way traffic control not to exceed five (5) minutes, use two (2) pilot cars if necessary.

Item 506

Place Sediment Control Fence at locations as directed by the Engineer.

Item 4002

The work under this Item shall be done in accordance with the plans, specifications, and as directed by the Engineer. The Contractor shall be responsible for any damage to the structure caused by the operation in the process of raising, lowering and/or moving the bridge and shall repair such damage without additional compensation.

The beams shall be raised in such a manner that there will not be more than ¼ inch difference in the distance a beam is raised compared to the adjacent beam.

The beams shall not be lifted more than 2 inches above their final elevation on the realigned pad. The lifting operations shall not damage expansion joints (AJ). Any damage to the AJ shall be repaired at the Contractor’s expense in accordance to TxDOT standard specifications and as directed by the Engineer.

Project Number: < >

County: Williamson

Project Name: CR 129 Bridge Bearing Pad Replacements

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

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 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

SPECIAL SPECIFICATIONS:

ITEM 4002	ELASTOMERIC BEARING PADS

Question and Answers for Bid #1806-238 - CR 129 Bridge at Brushy Creek- Bearing Pad Replacements

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **60.**

Meeting Date: 07/31/2018

NACo Prescription Discount Card Revenue Sharing BA 07-31-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$401.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Angela Schmidt		Started On: 07/24/2018 03:54 PM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **61.**

Meeting Date: 07/31/2018

NACo Prescription Discount Card Revenue Sharing BA 07-31-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$401.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Angela Schmidt		Started On: 07/24/2018 03:56 PM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **62.**

Meeting Date: 07/31/2018

Sheriff's Office Budget Amendment 7-31-2018

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Sheriff.

Background

To recognize insurance proceeds and the associated expenditures related to the vehicle repairs on a county vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	$12,291.05

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Pam Navarrette		Started On: 07/24/2018 09:54 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **63.**

Meeting Date: 07/31/2018

Sheriff's Office Budget Amendment 7-24-18

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

To recognize insurance proceeds and the associated expenditures related to vehicle repairs of a county vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repairs & Maint	$12,291.05

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/25/2018 08:38 AM
Form Started By: Pam Navarrette		Started On: 07/24/2018 10:32 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **64.**

Meeting Date: 07/31/2018

Budget Amendment for County Sheriff

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Sheriff Department.

Background

The County Sheriff Department is currently out of funds in their Gasoline and Vehicle Repairs and Maintenance Line Items. The Auditor's Office and Budget Office have reviewed and recommend these budget amendments based on the last 9 months of usage.
Gasoline is purchased at Vendor Pumps and that contract has already been encumbered for the remainder of the year. The balance of funds for Gasoline is needed to obtain fuel from the County Pumps which has an average spend of $14,000/month. Thus the recommendation of $42,000.
Vehicle Repairs and Maintenance has an average monthly spend of $40,276. The amount needed for July thru September equals $120,828. If you subtract the budget amendment for Insurance proceeds of $12,291 (prior agenda items) the recommendation is $108,537.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-003301	Gasoline	$42,000.00
	0100-0560-004541	Vehicle Repairs & Maint	$108,537.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2018 08:45 AM
Form Started By: Julie Kiley		Started On: 07/25/2018 12:56 PM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **65.**

Meeting Date: 07/31/2018

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	07/26/2018 11:21 AM
Form Started By: Charlie Crossfield		Started On: 07/26/2018 11:15 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **66.**

Meeting Date: 07/31/2018

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property: CR 101

e) Discuss the acquisition of real property: CR 200

f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

g) Discuss the acquisition of real property for SH 29 LTP.

h) Discuss the acquisition of real property for County Facilities.

i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

l) Discuss the acquisition of real property for Seward Junction SE Loop.

m) Discuss the acquisition of real property for SH 29 @ DB Wood.

n) Discuss the acquisition of real property for Hairy Man Rd.

o) Discuss the acquisition of real property for SW Bypass.

p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

q) Discuss Cedar Hollow low water crossings and Lost River.

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	07/26/2018 11:21 AM
Form Started By: Charlie Crossfield		Started On: 07/26/2018 11:14 AM
Final Approval Date: 07/26/2018		