NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 21ST, 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 – 16)

5. Discuss and consider approving a line item transfer for District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer Equipment	1380.00
To	0100-0440-003006	Office Equipment	1380.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles $5,000	$15,000
From	0100-0540-003005	Office Furniture < $5,000	$5,000
From	0100-0540-004500	Maintenance Contracts	$5,000
To	0100-0540-003301	Gasoline	$25,000

7. Discuss, consider, and take appropriate action on line item transfers for Animal Services (Williamson County Regional Animal Shelter)

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003804	Immunizations	2500.00
From	0545-0545-004419	Property Insurance	442.46
From	0545-0545-004999	Miscellaneous	669.18
To	0545-0545-004968	Care of Animals	3611.64
From	0545-0545-004510	Facility Maint.	10000.00
To	0545-0545-004100	Professional Services	10000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$1,500.00
To	0100.0570.003200	Medical Supplies	$1,500.00

9. Discuss, consider, and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	$2,000.00
From	0100-0499-004100	Professional Services	$3,000.00
To	0100-0499-003006	Office Equipment	$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003311	Uniforms	$11,000.00
From	0100.0560.003901	Publications/Books/Periodicals	$4,000.00
From	0100.0560.004100	Professional Services	$6,000.00
From	0100.0560.004231	Travel	$3,000.00
From	0100.0560.004350	Printed Materials & Binding	$4,000.00
From	0100.0560.004500	Maintenance Services	$10,000.00
From	0100.0560.004543	Repairs to Equipment	$2,000.00
From	0100.0409.004998	Contingencies	$95,495.77
To	0100.0560.003301	Gasoline	$42,000.00
To	0100.0560.004541	Vehicle Repairs & Maint	$93,495.77

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003901	Publications-Books	$3,000.00
To	0100.0560.003530	Investigative Supplies	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Tools and Equipment	$1,150.00
From	0100.0570.003010	Computer Equipment	$1,000.00
From	0100.0570.003901	Publications/Books	$1,000.00
From	0100.0570.004350	Printed Forms	$2,500.00
From	0100.0570.005700	Vehicles	$2,000.00
To	0100.0570.004705	Pre-employment Screening	$7,650.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004547	Fuel Site Repair	$8,500.00
From	0882.0882.005003	Equipment > $5,000	$8,000.00
From	0882.0882.004541	Vehicle Repairs & Maint	$1,250.00
From	0882.0882.003302	Used Tire Disposal	$200.00
To	0882.0882.003525	Tires, Tubes	$17,950.00

14. Discuss, consider, and take appropriate action on establishing a jury fund for JP 4.

15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (27) HP Workstation desktops, (18) Toughbook laptops, (11) Dell Optiplex, pursuant to Tx. Local Gov't code 263.152.

16. Discuss, consider and take appropriate action on Work Authorization No 7 in the amount of $60,000.00 to expire September 30, 2019 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated September 3, 2015 for Traffic Signal Design - O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail for Williamson County Road and Bridge.

REGULAR AGENDA

17. Discuss, consider and take appropriate action on a proclamation recognizing August 25, 2018 as Overdose Awareness Day in Williamson County.

18. Discuss, consider and take appropriate action on recognizing Williamson County Human Resources as a recipient of the 2018 Texas Association of Counties Best Practice award, as well as recognition from the Public Risk Management Association for Outstanding Achievement for a Public Risk Management Product.

19. Discuss, consider and take appropriate action on approving the FY19 CSCD (Adult Probation) Drug Court Counselor Memorandum of Understanding.

20. Discuss, consider and take appropriate action on approving the FY19 CSCD (Adult Probation) Coop Agreement for Felony Pre-Trail Bond Services.

21. Discuss, consider and take appropriate action on approving the FY19 CSCD (Adult Probation) CSR Memorandum of Understanding.

22. 10:00 a.m. Public Hearing on proposed 2018 tax rate of $0.466529 per $100 for Williamson County.

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

24. Receive and acknowledge the August 2018 Construction Summary Report for the Road Bond Program.

25. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Environmental Services On-Call contract between Williamson County and SWCA Environmental Consultants relating to the 2013 Road Bond Program. Projects: As Needed Funding Source: Road Bonds.

26. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 366 (Carlos G. Parker Blvd to Chandler Rd) contract between Williamson County and Garver, LLC relating to the 2013 Road Bond Program. Project: P296. Funding Source: Road Bonds.

27. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to close projects and move remaining balances to 2013 Road Non-Departmental (P290) from Pearson Ranch Road/SH45/RM620 (P222), Howard Lane Extension (P223), Avery Ranch at Pearson (P279), FM 1431-Gap Cedar Park ILA (P229), Little Elm Trail (P242), CR 258 (P256), CR 277 (P289), CR 175 Phase 3A (P287), Kaufman Loop Phase 2 (P286), CR 112 Phase 1 Study (P295), Wilco Event Center Access (P297), Arterial A North Phase 1A (P304) and Chandler Rd at FM 1660 (P305). Also, to close New Hope Drive Phase 2A (P283) and move $2,000,000 to 2013 Road Non-Departmental (P290) and $1,000,000 to CR 200 Phase 1 (P285).

Also, to move $4,000,000 from New Hope Drive Phase 1 (P282) to Bagdad Road (P438) and the remaining balance to 2013 Road Non-Departmental (P290) and $2,000,000 from CR 119 (P214) to SH 130 Frontage Road (P302). Move $5,900,000 to 2013 Road Non-Departmental (P290) from SW Bypass/SH29 Bypass/Inner Loop (P243) of $3,000,000, Kennedy Fort Blvd (P228) of $2,000,000 and Chandler Rd Extension (P294) of $900,000.

28. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $2,600,000 from 2013 Road Non-Departmental to RM 2243 Re-Alignment (P326) of $1,000,000 and University Blvd (Chandler Road) Expansion – City of Round Rock ILA (P327) of $1,600,000.

29. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $450,000 from 2013 Road Non-Departmental (P290) to IH-35 Operational Study (P258).

30. Discuss, consider and take appropriate action authorizing the County Judge to execute a Rule 11 and Settlement Agreement with the attorney for Joshua and Patricia Solis for right of way needed on the San Gabriel Ranch Road project. Funding Source: Road & Bridge P439

31. Discuss, consider and take appropriate action authorizing County Judge to execute an Interlocal Agreement with the City of Round Rock regarding the design and construction of an additional two lanes for the North mays extension.

32. Discuss, consider and take appropriate action on a Memorandum of Understanding Regarding the Abatement of OSSF Nuisance Conditions between the Williamson County Engineer/Road and Bridge Division, acting by and through Williamson County, Texas, and the Williamson County and Cities Health District.

33. Discuss, consider and take appropriate action on approving a Special Warranty Deed between Williamson County, as grantor, and the City of Hutto, as grantee, wherein Williamson County will convey the Williamson County Hutto Annex real property, building and parking lot to the City of Hutto; and authorize the County Judge to execute said deed and all documents necessary at the closing of such property.

34. Discuss, consider and take appropriate action on approving a Lease Agreement between Williamson County, as lessee, and the 420 US 79, Ltd., as lessor, wherein Williamson County will lease back the Williamson County Hutto Annex property following the conveyance of such property to the City of Hutto; and authorize the County Judge to execute said lease.

35. Discuss, consider and take appropriate action on approving a Lease Agreement between Williamson County, as lessor, and the City of Hutto, as lessee, wherein Williamson County will lease back Unit 200 of Hutto 321 Office Condominiums to the City of Hutto in order to allow it to store personal property within such area until November 15, 2018; and authorize the County Judge to execute said lease.

36. Discuss, consider and take appropriate action to approve the Sheriff's Office applying for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation.

37. Discuss and consider approving renewal of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.

38. Discuss consider and take appropriate action on Salary Contribution Agreement with Texas A&M AgriLife Extension Service

39. Discuss, consider and take appropriate action with regards to State of Texas Department of Public Safety's continued utilization of the County's Radio Communication Systems (RCS).

40. Discuss 2018-2019 Budget.

41. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018-2019 County Clerk's Records Archive Fund for September 11, 2018 at 10:00am.

42. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018-2019 District Clerk's Records Technology Fund for September 11, 2018 at 10:15 am.

43. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018-2019 District Clerk's Technology Plan/Fund for September 11, 2018 at 10:30 am.

44. Discuss, consider and take appropriate action on considering a request by the Sheriff's Office to add the following pay supplements: on-call pay for LE and Corrections, shift differential pay and bi-lingual pay for LE and civilian employees.

45. Discuss, consider and take appropriate action on considering a request by Building Maintenance to add the following pay supplements: on-call pay.

46. Discuss, consider and take appropriate action on considering a request by the Hazmat/Fire Marshall's Office to add the following pay supplements: on-call pay.

47. Discuss, consider, and take appropriate action on awarding RFQ # 1706-171 A/E Williamson County Inner Loop Annex Renovations to the most qualified respondent KGA Architecture and authorizing execution of the Professional Services Agreement and related Work Authorizations.

48. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $20,000.00 to expire on September 30, 2019 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 21, 2018 for Construct and Renovate County Facilities Including the Williamson County Inner Loop Annex for Williamson County Road and Bridge.

49. Discuss, consider, and take appropriate action on approving the service contract between Eagle Rug and Floor Co. and Williamson County for carpet installation, not to exceed the amount of $14,325.00, and authorizing the execution of the agreement.

50. Discuss, consider, and take appropriate action on approving the agreement for IFB # 1806-238 for CR129 Bridge at Brushy Creek Bearing Pad Replacements between RHB Construction and Williamson County for constructions service for the not-to-exceed amount of $118,675.00

51. Discuss, consider, and take appropriate action on awarding IFB # 1806-244 Herbicides to the lowest responsive bidder Red River Specialties as the primary vendor, Nutrien Solutions as the secondary vendor, and Site One Landscape Supply as the tertiary vendor.

52. Discuss, consider, and take appropriate action on awarding IFB # 1806-242 Flex Base to the lowest responsive bidder Industrial Asphalt and Aggregate as the primary vendor, and Vulcan Construction Material as the secondary vendor.

53. 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 General Fund Revenue due to insurance proceeds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	$15,041.23

54. 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
	0100.0560.004541	Vehicle Repairs & Maint	$15,041.23

55. Discuss, consider and take appropriate action on an Interlocal Agreement for School Resource Officer Program between Williamson County, Williamson County Sheriff's Office and Round Rock Independent School District.

56. Discuss, consider and take appropriate action on approving two (2) new full-time positions in the Sheriff's Office to provide services according to the contract with Round Rock ISD. The position titles will be Deputy Sheriff SRO, pay grade L1.5, salary $56,584.14 and Deputy Sheriff SRO, pay grade L1.15, salary $68,975.75.

57. 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 revenue for Payment from Other Entities.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	$19,402.57

58. 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
	0100.0560.001105	LE Salaries	$13,521.83
	0100.0560.001110	Overtime	$844.48
	0100.0560.001114	Certifications	77.54
	0100.0560.001125	Longevity Pay	$122.78
	0100.0560.002010	FICA	$1,114.35
	0100.0560.002020	Retirement	$2,030.59
	0100.0560.002030	Insurance	$1,491.00
	0100.0560.002050	Workers Comp	$200.00

59. 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 Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$800.00

60. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable sircumstances and approve a budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$632.00
	0100.0341.002010	FICA	$48.32
	0100.0341.002020	Retirement	$31.60
	0100.0341.002050	Worker's Comp	$88.08

61. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for General Fund Revenue for an Insurance Reimbursement.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursement	$35,626.62

62. 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 Jail Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.003200	Medical Supplies	$8,829.39
	0100.0570.005000	Capital Outlay >$5000	$26,797.23

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)."

63. 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

64. 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 the aquisition of real property for CR 111.
r) Discuss the acquisition of real property for Corridor H
s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
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.

65. 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) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant -

Lealco, Inc.)
m) 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
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) 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.
p) 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.
q) 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
r) 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.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas

66. 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).

67. 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)

68. Discuss and take appropriate action concerning economic development.

69. Discuss and take appropriate action concerning real estate.

70. 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) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) 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
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) 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.
p) 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.
q) 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
r) 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.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas

71. 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.

72. 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: 08/21/2018

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for District Attorney's Office.

Background

We are requesting the transfer of $1380.00 into Office Equipment to purchase 4 scanners.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer Equipment	1380.00
To	0100-0440-003006	Office Equipment	1380.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/13/2018 10:39 AM
Budget Office	Ashlie Koenig	08/13/2018 10:53 AM
Form Started By: Grace Frias		Started On: 08/10/2018 02:38 PM
Final Approval Date: 08/13/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/21/2018

WCEMS LIT for Gasoline

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This is a line item transfer request to provide additional funds for the remainder of FY'18 for projected fuel needs in EMS department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles $5,000	$15,000
From	0100-0540-003005	Office Furniture < $5,000	$5,000
From	0100-0540-004500	Maintenance Contracts	$5,000
To	0100-0540-003301	Gasoline	$25,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/13/2018 03:19 PM
Budget Office	Ashlie Koenig	08/13/2018 03:21 PM
Form Started By: Michael Knipstein		Started On: 08/13/2018 01:16 PM
Final Approval Date: 08/13/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/21/2018

Line Item transfers

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on line item transfers for Animal Services (Williamson County Regional Animal Shelter)

Background

The professional line item is for the spay/neuter Veterinarian. We have had an influx of dogs and puppies and scheduled some additional days of surgery as well as multiple animals over the 35 per day. It will be short of funds to finish out the year,

The Care of Animals line item is running low so I am moving some money from other line items to cover the routine expenditures. This includes disposable cat litter boxes, microchips and food.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003804	Immunizations	2500.00
From	0545-0545-004419	Property Insurance	442.46
From	0545-0545-004999	Miscellaneous	669.18
To	0545-0545-004968	Care of Animals	3611.64
From	0545-0545-004510	Facility Maint.	10000.00
To	0545-0545-004100	Professional Services	10000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/14/2018 01:08 PM
Budget Office	Ashlie Koenig	08/15/2018 04:50 PM
Form Started By: Cheryl Schneider		Started On: 08/14/2018 10:42 AM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/21/2018

Line Item Transfer for the County Jail Budget

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short fall in Medical Supplies due to increased costs in disposal of biohazard materials and waste.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$1,500.00
To	0100.0570.003200	Medical Supplies	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:32 PM
Budget Office	Ashlie Koenig	08/15/2018 04:50 PM
Form Started By: Julie Kiley		Started On: 08/15/2018 01:51 PM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/21/2018

Line Item Transfer

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Background

This request is to provide funding for a scanner placing personnel records into Laserfiche, a television in the Round Rock Annex lobby, and a portable projector screen. With the scanner purchase, this provides the opportunity to scan previous, and future personnel documents into Laserfiche and allow the Tax Assessor/Collector's office closer to becoming paperless. The television will be used to inform lobby customers where they are in the queuing system. And the portable projector screen will be used for training the public on items related to property tax and motor vehicle issues.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	$2,000.00
From	0100-0499-004100	Professional Services	$3,000.00
To	0100-0499-003006	Office Equipment	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/09/2018 10:23 AM
Tax Assessor (Originator)	Judy Kocian	08/10/2018 09:48 AM
Budget Office	Ashlie Koenig	08/13/2018 10:52 AM

Form Started By: Judy Kocian Started On: 08/08/2018 03:27 PM

Final Approval Date: 08/13/2018

Commissioners Court - Regular Session **10.**

Meeting Date: 08/21/2018

Line Item Transfer for County Sheriff Department

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is for the balance of needed funds based on expenditures for the first 9 months of the fiscal year. $15,041.23 is being done as a budget amendment for insurance proceeds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003311	Uniforms	$11,000.00
From	0100.0560.003901	Publications/Books/Periodicals	$4,000.00
From	0100.0560.004100	Professional Services	$6,000.00
From	0100.0560.004231	Travel	$3,000.00
From	0100.0560.004350	Printed Materials & Binding	$4,000.00
From	0100.0560.004500	Maintenance Services	$10,000.00
From	0100.0560.004543	Repairs to Equipment	$2,000.00
From	0100.0409.004998	Contingencies	$95,495.77
To	0100.0560.003301	Gasoline	$42,000.00
To	0100.0560.004541	Vehicle Repairs & Maint	$93,495.77

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 02:27 PM
Form Started By: Julie Kiley		Started On: 08/16/2018 11:18 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/21/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Mary Sturgeon, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover 3 upcoming SANE Exam bills.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003901	Publications-Books	$3,000.00
To	0100.0560.003530	Investigative Supplies	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Budget Office	Ashlie Koenig	08/16/2018 02:38 PM
Form Started By: Mary Sturgeon		Started On: 08/15/2018 12:33 PM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/21/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short fall in Pre-employment Screening due to high number of applicants and cost attached towards their hiring process.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Tools and Equipment	$1,150.00
From	0100.0570.003010	Computer Equipment	$1,000.00
From	0100.0570.003901	Publications/Books	$1,000.00
From	0100.0570.004350	Printed Forms	$2,500.00
From	0100.0570.005700	Vehicles	$2,000.00
To	0100.0570.004705	Pre-employment Screening	$7,650.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Budget Office	Ashlie Koenig	08/16/2018 02:40 PM
Form Started By: Abigail Dass		Started On: 08/16/2018 09:35 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/21/2018

8-21-2018 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 tire expenses have depleted our tire, tube 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	0882.0882.004547	Fuel Site Repair	$8,500.00
From	0882.0882.005003	Equipment > $5,000	$8,000.00
From	0882.0882.004541	Vehicle Repairs & Maint	$1,250.00
From	0882.0882.003302	Used Tire Disposal	$200.00
To	0882.0882.003525	Tires, Tubes	$17,950.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Budget Office	Ashlie Koenig	08/16/2018 02:40 PM
Form Started By: Edward Pospisil		Started On: 08/16/2018 10:17 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/21/2018

JP 4 Jury Fund

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on establishing a jury fund for JP 4.

Background

In consultation with the Auditors Office, $2,000.00 is requested to establish a cash jury fund for JP 4.

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	08/16/2018 11:27 AM
Form Started By: Melanie Denny		Started On: 08/16/2018 10:36 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **15.**

Meeting Date: 08/21/2018

Asset Auction 8/21/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (27) HP Workstation desktops, (18) Toughbook laptops, (11) Dell Optiplex, pursuant to Tx. Local Gov't code 263.152.

Background

See attached lists.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Jayme Jasso		Started On: 08/16/2018 09:04 AM
Final Approval Date: 08/16/2018		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Z400 Workstation —	2UA1220G2T		Working
1	HP XW4600 Workstation —	2UA8270YG1	1907	Working
1	HP Z400 Workstation 57005	2UA0450LJ0		Working
1	HP Z400 Workstation —	2UA0450LH6		Working
1	HP Z400 Workstation 75145	2UA2360S4V		Working

Parties involved:

FROM (Transferor Department): Williamson County Emergency Communications (0581) (WILCO 911)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty CKDraper1
Print Name

Trey Hewtty 8/2/18
Signature Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

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Williamson County
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Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Z400 Workstation 57002	2UA0450LGV		Working
1	HP Z400 Workstation 75141	2UA2360S46		Working
1	HP Z420 Workstation ———	2UA4032LL5		Working
1	HP Z420 Workstation ———	2UA4032LL7		Working
1	HP Z420 Workstation ———	2UA4032LNB		Working

Parties involved:

FROM (Transferor Department): Williamson County Emergency Communications (0581) (WILCO 911)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty CR Draper I
Print Name

Signature 8/2/18 Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

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Print Name

Phone Number

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Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Z420 Workstation —	2UA4032LNK		Working
1	HP Z420 Workstation —	2UA4140ZLY		Working
1	HP Z400 Workstation —	2UA2360S6X		Working
1	HP Z400 Workstation 57004	2UA0450LFS		Working
1	HP Z400 Workstation —	2UA1090Y76		Working

Parties involved:

FROM (Transferor Department): Williamson County Emergency Communications (0581) (WILCO 911)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty CRDraper
Print Name

Trey Hewtty 8/2/18
Signature Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

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Signature Date

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Z400 Workstation —	2UA1090Y88	1908	Working
1	HP Z400 Workstation 75140	2UA2360S53	2512	Working
1	HP Z400 Workstation 75144	2UA2360S3W		Working
1	HP Z400 Workstation 75143	2UA0360S87		Working
1	HP Z420 Workstation —	2UA4032LLY		Working

Parties involved:

FROM (Transferor Department): Williamson County Emergency Communications (0581) (WILCO 911)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty CRDraper
Print Name

Signature 8/2/18 Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Z400 Workstation ———	2UA2090G31		Working
1	HP Z400 Workstation ———	2UA1260MB5		Working
1	HP Z400 Workstation ———	2UA1220G2D		Working
1	HP Z400 Workstation 57006	2UA0450LGQ		Working
1	HP Z400 Workstation 75142	2UA2360S5L		Working

Parties involved:

FROM (Transferor Department): Williamson County Emergency Communications (0581) (WILCO 911)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty CRDraper
Print Name

Signature 8/2/18 Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Z420 Workstation	2UAY4032LNL		Working
~~1~~	~~HP LaserJet M272nf Printer~~	~~CNC9B1JM08~~		Working
1	HP Z400 Workstation 75139	2UA2360S51		Working

Parties involved:

FROM (Transferor Department): Williamson County Emergency Communications (0581) (WILCO 911)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty CKDraper
Print Name
Signature 8/2/18 Date

Contact Person:

Trey Hewtty
Print Name
+1 (512) 864-8234
Phone Number

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

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

I
Print Name
Signature Date

Contact Person:

Print Name
Phone Number

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WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

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Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
18	Panasonic CF-19 ToughBook Laptops	Various. Please see attached spreadsheet		Non-Working

Parties involved:

FROM (Transferor Department): 0540-EMS

Transferor - Elected Official/Department Head/ Authorized Staff:

Mike Knipstein
Print Name

Signature — August 2, 2018 Date

Contact Person:

Jeffrey Isbell
Print Name

+1 (512) 943-1283
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

#	Serial Number1	Location	MFG Date	Oracle S/N	Oracle Asset #	PO#	Purchase Price
2234	2CKYA35788	Tech Services (IT)	Mar-12	304000	62252	138863	3467.57
2235	2CKYA35814	Tech Services (IT)	Mar-12	304001	62237	138863	3467.57
2236	2CKYA35819	EMS HQ H-204 B	Mar-12	303997	62251	138863	3467.57
2237	2CKYA35823	Tech Services (IT)	Mar-12	303999	62236	138863	3467.57
2238	2CKYA35896	Tech Services (IT)	Mar-12	303995	62238	138863	3467.57
2239	2CKYA35913	EMS HQ H-204 B	Mar-12	303983	62239	138863	3467.57
2240	2CKYA35922	Tech Services (IT)	Mar-12	303994	62240	138863	3467.57
2241	2CKYA35941	Tech Services (IT)	Mar-12	303993	62241	138863	3467.57
2242	2CKYA35959	Tech Services (IT)	Mar-12	303992	62242	138863	3467.57
2243	2CKYA35963	Tech Services (IT)	Mar-12	303991	62243	138863	3467.57
2244	2CKYA35972	Tech Services (IT)	Mar-12	303990	62244	138863	3467.57
2245	2CKYA36000	Tech Services (IT)	Mar-12	303989	62245	138863	3467.57
5811	3EKYB26327	Tech Services (IT)	May-13	"Not Available"	65811	145967	3843.45
5812	3EKYB26365	Tech Services (IT)	May-13	"Not Available"	65812	145967	3843.45
7188	4CKYA69693	Tech Services (IT)	Mar-14	"Not Available"	87188	151682	3045.19
2218	4CKYA70313	Tech Services (IT)	Mar-14	"Not Available"	92218	151527	3045.19
2219	4CKYA70317	EMS HQ H-204 B	Mar-14	"Not Available"	92219	151527	3045.19
—	4DKYA71464	Tech Services (IT)	Apr-14		—		

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Asset Transfer CF-19
Toughbooks 8/2018 AP 10531

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
[redacted]	office partitions —	[redacted]	n/a	Working
[redacted]	HON 4 drawer filing cabinets —	[redacted]	n/a	Working
1	Dell optiplex 740 CPU 46079	FKWXSF1	C01878	Working
1	Dell optiplex 740 CPU 43641	2JTXHC1 (ALREADY RETIRED)	C01256	Working
[redacted]	[redacted] —	[redacted]	n/a	Working

Parties involved:

FROM (Transferor Department): 560 - Sheriff's Office (Inner Loop)

Transferor - Elected Official/Department Head/ Authorized Staff:

Roy Fikac
Print Name

Signature Date

Contact Person:

Jay Brantley
Print Name

737-215-9722
Phone Number

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

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

Print Name

Signature Date

Contact Person: RECEIVED

Print Name
AUG 13 2018

Phone Number
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)		County Tag#	Condition of Assets (Working, Non-Working)
~~1~~	~~Monitor 2011 Dell Model # D1726b~~	~~CN-0TJKG1-74261-1AL-4Y4U-T~~	——	NA	Non-Working
~~1~~	~~Monitor 2006 Dell Model # 2001FP~~	~~CN-0GGD46-46633-5A1-30W8-A~~	——	NA	Non-Working
~~1~~	~~Monitor 2006 Dell Model # 2007FPb~~	~~MX-0G0636-74262-51C-1K3L-X~~	——	NA	Non-Working
1	PC - 2012 Dell Model # OKXGVD Optiplex 790	B9RSHS1 24535480321	57502	2816	Non-Working
1	PC - Dell Model # DCCY Mfg Date 042409 Optiplex 740	DFLRSJ1 29241731629	49793	2825	Non-Working

Parties involved:

FROM (Transferor Department): Justice of the Peace Pct. 1

Transferor - Elected Official/Department Head/ Authorized Staff:

Dain Johnson
Print Name

Signature Date

Contact Person:

Delmeria Garcia
Print Name

+1 (512) 244-8627
Phone Number

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

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

Print Name

Signature Date

Contact Person:

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AUG - 8 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	PC - Dell Model # DCCY1F Mfg Date 042110 Optiplex 780	BNZ7GM1 25394462425 54078	C027772827	Non-Working
1	PC - Dell Model # DCCY Mfg Date 121108 Optiplex 740	16552513909 7LQXTH1 49280	2826	Non-Working
1	PC - Dell Model # DCCY1F Mfg Date 042110 Optiplex 780	AS HNZ7GM1 HNX7GM1 38455156461 54080	2828	Non-Working
1	PC - Dell Model # DCCY1F Mfg Date 20101222 Optiplex 780	AS 754H8P1 ST# 754h8p1 ESC# 16938052165 55570	1960	Non-Working
1	PC - Dell Model # D03S Mfg Date 20120119 Optiplex 790	ST# 1DPMHS1 ESC# 3005882497 57455	1948	Non-Working

Parties involved:

FROM (Transferor Department): Justice of the Peace Pct. 1

Transferor - Elected Official/Department Head/ Authorized Staff:

Dain Johnson
Print Name

Signature Date

Contact Person:

Delmeria Garcia
Print Name

+1 (512) 244-8627
Phone Number

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Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN) A#	County Tag#	Condition of Assets (Working, Non-Working)
1	PC - Dell Model# D03S Mfg Date 20120120 Optiplex 790	ST# B9SMHS1 ESC# 2453688001 57503	1957	Non-Working
1	PC - Dell Model #DCCY Mfg Date 042409 Optiplex 740	ST# CFLRSJ1 ESC# 27064949293 49795	1949	Non-Working
1	[redacted]	[redacted] 55573	1931	Non-Working
1	[redacted] PL	[redacted] —	NA	Non-Working
1	[redacted]	[redacted] —	NA	Non-Working

Parties involved:

FROM (Transferor Department): Justice of the Peace Pct. 1

Transferor - Elected Official/Department Head/ Authorized Staff:

Dain Johnson
Print Name

Signature Date

Contact Person:

Delmeria Garcia
Print Name

+1 (512) 244-8627
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Print Name

Signature Date

Contact Person:

RECEIVED
Print Name

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **16.**

Meeting Date: 08/21/2018

Kimley-Horn & Assoc WA7 Traffic Signal Design - O'Connor Dr

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 7 in the amount of $60,000.00 to expire September 30, 2019 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated September 3, 2015 for Traffic Signal Design - O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley-Horn & Assoc WA7 Traffic Signal Design - O'Connor Dr

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/15/2018 11:51 AM
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Vicky Edwards		Started On: 08/14/2018 03:00 PM
Final Approval Date: 08/15/2018		

WORK AUTHORIZATION NO. 7

PROJECT: Traffic Signal Design – O'Connor Dr at Great Oaks Dr., O'Connor Dr at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **September 3, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kimley-Horn and Associates, 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 **$60,000.00.**

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:

Kimley-Horn and Associates, Inc.

By: _____
Signature

Brian Boecke
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

WORK AUTHORIZATION NO. 7

PROJECT: O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs

ATTACHMENT A
Services to be provided by the County

Project Location: O'Connor Dr. at Great Oaks Dr.
O'Connor Dr. at Liberty Walk
O'Connor Dr. at Morgan Hill Trail

Project Description: Traffic Signal Design and Support Services

SCOPE OF WORK

This project consists of the design and necessary support services for traffic signals at the intersections of O'Connor Dr. at Great Oaks Dr., O'Connor at Liberty Walk, and O'Connor Dr. at Morgan Hill Trail in Williamson County. O'Connor Dr. and Great Oaks Dr. are both four-lane divided roadways with left turn bays at critical intersections; Liberty Walk and Morgan Hill Trail are both two-lane undivided collector streets. All three intersections operate on an All-Way Stop Control sign.

Williamson County (the County) will proceed with design and support services for a traffic signal based on the traffic signal warrant study results resulting from Work Authorization #6 of the subject contract. The design and support services will consist of plans, specifications and estimates, and construction support services. The signal design will utilize a mast-arm configuration meeting the design requirements of the County and the Texas Department of Transportation (TxDOT) design standards and specifications.

SERVICES TO BE PROVIDED BY THE COUNTY

The County shall provide all information requested by K-H during the project, including but not limited to the following:

- Timely responses to requests for information or clarification; and
- Timely review of all submittals.
- Provide available copies of associated survey, roadway plans, studies and coordination with ongoing related county projects.
- Provide decisions in a timely manner.
- Process payment to the Engineer in a timely manner.

Attachment B - Services to be Provided by Engineer

WORK AUTHORIZATION NO. 7

PROJECT: O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs

ATTACHMENT B
Services to be provided by the Engineer

Project Location: O'Connor Dr. at Great Oaks Dr.
O'Connor Dr. at Liberty Walk
O'Connor Dr. at Morgan Hill Trail

Project Description: Traffic Signal Design and Support Services

SCOPE OF WORK

This project consists of the design and necessary support services for traffic signals at the intersections of O'Connor Dr. at Great Oaks Dr., O'Connor at Liberty Walk, and O'Connor Dr. at Morgan Hill Trail in Williamson County. O'Connor Dr. and Great Oaks Dr. are both four-lane divided roadways with left turn bays at critical intersections; Liberty Walk and Morgan Hill Trail are both two-lane undivided collector streets. All three intersections operate on an All-Way Stop Control sign.

Williamson County (the County) will proceed with design and support services for a traffic signal based on the traffic signal warrant study results resulting from Work Authorization #6 of the subject contract. The design and support services will consist of plans, specifications and estimates, and construction support services. The signal design will utilize a mast-arm configuration meeting the design requirements of the County and the Texas Department of Transportation (TxDOT) design standards and specifications.

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1. Project Management

The Engineer shall maintain project files throughout all phases of the project including documentation of all correspondence, meeting notes, telephone calls, emails, etc. Invoices and progress reports will be submitted monthly.

The Engineer will conduct one (1) field review meeting, and one (1) 90% plan review meeting.

Deliverables will include project correspondence, meeting notes, progress reports and invoices.

Task 2. Plans, Specifications and Estimates (PS&E)

The Engineer will prepare construction documents including plans, specifications and estimates (PS&E).

Task 2A – Survey, Base Maps, and Design Standards Assembly

This task includes the collection and organization of data by the Engineer for use in other tasks of this project. The specific type, quantity and other requirements of the data to be surveyed, collected, reduced, and/or organized by the Engineer are described in the following subtasks.

1. The Engineer will assemble applicable design standards and specifications from TxDOT. (TxDOT 2014 Standard Specifications.)

2. The Engineer will gather available existing record drawings and design file information of the Project from County files.

3. The Engineer will perform a field reconnaissance of the intersection to determine existing pavement widths, lane configurations, traffic control devices, and above ground utility locations.

4. The Engineer will coordinate with the County to obtain Level B SUE survey where and if necessary.

5. The Engineer will obtain aerials and Level D survey CADD files from the County. The Engineer will use these to develop base maps.

Task 2B – Preliminary Plans and Specifications

The Engineer will prepare preliminary traffic signal designs for the project locations. The basic design parameters will be based on discussions with the County and applicable TxDOT standards. Using the base maps from Task 2A, The Engineer will prepare a conceptual layout showing the locations of the controller cabinet and signal poles. The conceptual layout will be utilized in a field review meeting with County staff and the electric utility provider. Adjustments will be made based on field conditions.

Following the field review meeting, the Engineer will produce, provide internal quality control/quality assurance for, and submit preliminary plans to the County for review and comment.

The plans will be prepared in accordance with the County and TxDOT design standards and will include the following:

a. Title Sheet
b. General Notes and Summary of Quantities

c. Existing Layout
d. Proposed Signal Layout
e. Conduit Runs and Wiring Summaries
f. Phasing and Detection Schemes
g. ADA Ramps and Sidewalk Details
h. Proposed Signing and Pavement Marking Layout
i. Proposed Elevations
j. TxDOT and County Standards

Deliverables: The Engineer will provide: Electronic copies (PDF) and two (2) hard copies of 90% complete PS&E for County review.

Task 2C – Final PS&E

Following the review meeting described in Task 1, the Engineer will produce the final plans, specifications, engineer's opinion of probable construction cost, and bid document package. Final plans and specifications will be submitted to the County.

Deliverables: The Engineer will provide:

a. One (1) copy of the final PS&E, sealed by a Professional Engineer.
b. Final Engineer's Opinion of Probable Construction Cost
c. All electronic files and calculations as requested by the County.

Task 3 – Construction Phase Services

The Engineer will:

(a) Requests for Information - RFIs (**1 per signal** assumed): Respond to reasonable and appropriate Contractor RFI and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by County.
(b) Review Contractor Submittals and Shop Drawings (**2 per signal** assumed): Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
(c) Plan Revisions for Field Changes (**1 sheets per signal** assumed): Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.
(d) Attend Meetings (**1 hour per signal** assumed): Engineer will attend meetings at the project site and progress meetings as requested.

The Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. The Engineer shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the contractor to perform the construction work in accordance with the Contract Documents.

The County agrees to include in all construction contract provisions for Contract indemnification of both the County and the Engineer for Contractor's negligence and to name both the County and the Engineer as additional insured on the applicable contractor's insurance policies.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and may be performed at current contracted hourly rates.

Attachment C - Work Schedule

ATTACHMENT C: PROJECT SCHEDULE

Kimley»Horn

Project Name: O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr. and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs

Project Description: Traffic Signal Design and Intersection Modifications

Prepared By: Kimley-Horn and Associates, Inc.

Task #	Task Name	Jul 2018	Aug 2018	Sept 2018	Oct 2018	Nov 2018	Dec 2018	April 2019	May 2019
1	Project Management								
2A	Survey / Base Maps / Specificatons								
2B	Preliminary Design								
	County Review								
2C	Finalize Plans								
	Bidding (by County)								
3	Construction Phase Services								

Attachment D - Fee Schedule

Work Authorization 7 - Attachment EXHIBIT D
Man Hours and Fee Estimate

Kimley»Horn

PS&E for Traffic Signal Design And Intersection Improvements At: Signal Designs - O'Connor at Great Oaks Dr, O'Connor at Liberty Walk Dr, and O'Connor at Morgan Hill Trail

	DESCRIPTION OF WORK TASK	Plan Sheets	PM / Sr. Engineer I $180.00	Engineer/ Professional $145.00	Analyst $115.00	Admin/ Clerical $75.00	Total Labor Hours	Direct Labor Cost	Printing Plotting	Mileage	Total Cost
1. PROJECT MANAGEMENT											
1	Project Setup	-	2.0			2.0	4.0	$510.00			$510.00
2	Meetings (up to 2)	-	6.0	4.0			10.0	$1,660.00		$123.20	$1,783.20
3	Monthly Reporting / Invoicing	-	4.0		4.0	3.0	11.0	$1,405.00			$1,405.00
4	Project Coordination	-	4.0				4.0	$720.00			$720.00
	Subtotal		16.0	4.0	4.0	5.0	29.0	$4,295.00		$123.20	$4,418.20
2. PS&E											
2A. BASE MAPS AND DESIGN STANDARDS											
1	Assemble Design Standards and Specifications	-		1.0	4.0		5.0	$605.00			$605.00
2	Verify Available Record Drawings	-		1.0	3.0		4.0	$490.00			$490.00
3	Site Recon	-	6.0		6.0		12.0	$1,770.00		$73.92	$1,843.92
4	Survey Coordination & Verification	-		3.0			3.0	$435.00			$435.00
5	Prepare Base Maps	-		3.0	9.0		12.0	$1,470.00			$1,470.00
	Subtotal		6.0	8.0	22.0		36.0	$4,770.00		$73.92	$4,843.92
2B PRELIMINARY SIGNAL PLANS											
a	Title Sheet	1.0		1.0	2.0		3.0	$375.00	$0.60		$375.60
b	General Notes	3.0	1.0	2.0	2.0		5.0	$700.00	$1.80		$701.80
c	Quantity Estimates	3.0	1.0	3.0	6.0		10.0	$1,305.00	$1.80		$1,306.80
d	Signal Layout	3.0	18.0	24.0	60.0		102.0	$13,620.00	$1.80		$13,621.80
e	Signal Elevations	3.0	2.0	3.0	9.0		14.0	$1,830.00	$1.80		$1,831.80
f	Phasing and Wiring Diagrams	3.0	3.0	6.0	15.0		24.0	$3,135.00	$1.80		$3,136.80
g	Detection Schemes	3.0	1.0	3.0	9.0		13.0	$1,650.00	$1.80		$1,651.80
h	Conduit and Cabling Charts	3.0	3.0	6.0	12.0		21.0	$2,790.00	$1.80		$2,791.80
i	ADA Ramp Layout	3.0	6.0	9.0	12.0		27.0	$3,765.00	$1.80		$3,766.80
j	Standards	40.0	1.0	3.0	3.0		7.0	$960.00	$24.00		$984.00
	Subtotal	65.0	36.0	60.0	130.0		226.0	$30,130.00	$39.00		$30,169.00
2C FINAL SIGNAL PLANS											
a	Title Sheet	1.0	1.0	1.0	1.0		3.0	$440.00	$0.60		$440.60
b	General Notes	2.0	2.0	1.0			3.0	$505.00	$1.20		$506.20
c	Quantity Estimates	3.0	1.0	1.0	2.0		4.0	$555.00	$1.80		$556.80
d	Signal Layout	3.0	6.0	12.0	15.0		33.0	$4,545.00	$1.80		$4,546.80
e	Signal Elevations	3.0	1.0	2.0	3.0		6.0	$815.00	$1.80		$816.80
f	Phasing and Wiring Diagrams	3.0	1.0	2.0	3.0		6.0	$815.00	$1.80		$816.80
g	Detection Schemes	3.0	1.0	2.0	4.0		7.0	$930.00	$1.80		$931.80
h	Conduit and Cabling Charts	3.0	1.0	3.0	6.0		10.0	$1,305.00	$1.80		$1,306.80
i	ADA Ramp Layout	3.0	3.0		8.0		11.0	$1,460.00	$1.80		$1,461.80
j	Standards	40.0	1.0	1.0	1.0		3.0	$440.00	$24.00		$464.00
	Subtotal	64.0	18.0	25.0	43.0		86.0	$11,810.00	$38.40		$11,848.40
3. CONSTRUCTION SUPPORT SERVICES											
a	Respond to RFIs (1 per signal)		3.0		3.0		6.0	$885.00			$885.00
b	Review Contractor Submittals (6)		4.0				4.0	$720.00			$720.00
c	Revision Sheets (up to 3)		3.0		3.0		6.0	$885.00			$885.00
d	Signal Turn-on		6.0				6.0	$1,080.00		$49.28	$1,129.28
	Subtotal		16.0		6.0		22.0	$3,570.00		$49.28	$3,619.28
	HOURS TOTALS		92.0	97.0	205.0	5.0	399.0				
	FEE TOTALS							$54,575.00	$77.40	$245.40	$54,898.80

Commissioners Court - Regular Session **17.**

Meeting Date: 08/21/2018

Overdose Awareness Proclamation

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

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation recognizing August 25, 2018 as Overdose Awareness Day in Williamson County.

Background

Williamson County EMS and Mobile Outreach Team have partnered with LifeSteps Council on Alcohol and Drugs, and Texas Overdose Naloxone Initiative for the 3rd Annual Williamson County Overdose Awareness Day on August 25, 2018 as a free public event at the Lakeview Pavilion in Old Settler's Park. This will be a memorial walk and flower release as a day to remember those who were lost, who are struggling and who are in recovery.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OD Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/13/2018 01:17 PM
Form Started By: Jeanne Williby		Started On: 08/13/2018 11:49 AM
Final Approval Date: 08/13/2018		

State of Texas
County of Williamson

That on the 21st day of August, 2018 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, since 2001, the international community has come to together every August 31st to commemorate family members, friends, and fellow citizens who have passed away due to drug overdose; and

WHEREAS, according to 2016 data from the Centers for Disease Control, there were 63,632 deaths, or 174 drug overdose deaths per day in the United States, which is an 21.4 percent increase in just one year; and

WHEREAS, Williamson County will hold Overdose Awareness Day on August 25, 2018 and will host a day to remember those who were lost, who are struggling, and who are in recovery; and

WHEREAS, Overdose Awareness Day is committed to providing a platform to acknowledge the grief felt by families and friends who have lost loved ones to overdose and to raise awareness that the tragedy of overdose-related death is preventable; and

WHEREAS, drug overdose knows no limits; it does not recognize victims' race, religion, socio-economic status, or family ties; anyone can battle drug addiction and face a possible overdose; but, recognizing overdose warning signs enables and empowers families and friends to prevent overdose-related death by calling for help; and

WHEREAS, members of the community and organizations associated with drug abuse prevention and aid will work to remove the stigma associated with overdose-related deaths and reinforce the belief that no one should feel shame or disgrace due to an overdose-related death of a loved one; and

WHEREAS, organizations such as LifeSteps Council on Alcohol and Drugs, Texas Overdose Naloxone Initiative, Williamson County Emergency Medical Services and Mobile Outreach Team strive daily to make overdose and overdose-related deaths a thing of the past;

Now, therefore be it **PROCLAIMED**, that the Williamson County Commissioners Court declares August 21, 2018 as

Overdose Awareness Day

in Williamson County, Texas and ask residents to remember those who were lost, those who are struggling, and those who are in recovery.

_____ _____

Dan Gattis, County Judge Nancy Rister, County Clerk

Commissioners Court - Regular Session **18.**

Meeting Date: 08/21/2018

HR Risk Recognition

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Williamson County Human Resources as a recipient of the 2018 Texas Association of Counties Best Practice award, as well as recognition from the Public Risk Management Association for Outstanding Achievement for a Public Risk Management Product.

Background

Williamson County was selected as a of the recipient of the 2018 TAC Best Practice award recognizing the electronic incident form. Human Resources collaborated with IT to develop and implement an innovative and cost-effective approach to internal incident reporting, regarding auto and property damage. This form has streamlined the incident reporting process and has significantly improved the organization of data, timely submission of incidents and the communication of information. Rick Avery is presenting Williamson County with the Best Practices Award from the Texas Association of Counties, today. This form was also recognized by PRIMA, a national public risk organization.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Tara Raymore		Started On: 08/14/2018 05:03 PM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 08/21/2018

Adult Probation DWI/Drug Specialty Court MOU for services -FY19- with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY19 CSCD (Adult Probation) Drug Court Counselor Memorandum of Understanding.

Background

The Drug Court Counselor Memorandum of Understanding is a contract CSCD (Adult Probation) has with Williamson County, to help fund a portion of the court counselor position in which individual counseling sessions is provided to each Drug Court participant throughout their 12-month program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DWI-Drug Court MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Melissa Ramos		Started On: 08/16/2018 11:14 AM
Final Approval Date: 08/16/2018		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2019, not to exceed $23,200, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay $5,800 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2018, December 2018, March 2019 and June 2019.

_____
Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed: _____

_____
Steve Morrison
Director
Williamson County CSCD

Date Signed: _____

Commissioners Court - Regular Session **20.**

Meeting Date: 08/21/2018

Adult Probation Coop Agreement for FY19- with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY19 CSCD (Adult Probation) Coop Agreement for Felony Pre-Trail Bond Services.

Background

The Coop agreement is a Williamson County contract with Williamson County Community Supervision and Corrections Department (Adult Probation) to fund the Pre-Trial Bond Unit in which monitors the supervised release of felons pending their Court appearance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Coop-PTS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Melissa Ramos		Started On: 08/16/2018 11:20 AM
Final Approval Date: 08/16/2018		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Pre-Trial Release Officer positions for the Williamson County CSCD for the fiscal year 2019, not to exceed $209,285 in order to maintain the supervised release of approved felons from the Williamson County Jail.

Williamson County shall pay $52,321.25 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #591, in the months of October 2018, December 2018, March 2019 and June 2019.

_____
Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed: _____

_____
Steve Morrison
Director
Williamson County CSCD

Date Signed: _____

Commissioners Court - Regular Session **21.**

Meeting Date: 08/21/2018

Adult Probation CSR MOU for FY19 - with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY19 CSCD (Adult Probation) CSR Memorandum of Understanding.

Background

The Community Service Restitution (CSR) Memorandum of Understanding is a contract with the Williamson County CSCD (Adult Probation) to help fund the CSR Director position. The CSR Director oversees projects throughout the county by utilizing court ordered community service participants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CSR-MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Melissa Ramos		Started On: 08/16/2018 11:22 AM
Final Approval Date: 08/16/2018		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2019, not to exceed $30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2018, December 2018, March 2019 and June 2019.

Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed:_____

Steve Morrison,
Director
Williamson County CSCD

Date Signed:_____

Commissioners Court - Regular Session **22.**

Meeting Date: 08/21/2018

10AM Public Hearing on the Williamson County proposed 2018 tax rate of 0.466529 per 100

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

10:00 a.m. Public Hearing on proposed 2018 tax rate of $0.466529 per $100 for Williamson County.

Background

This is the second of two public hearings on the proposed 2018 tax rate. The proposed rate was voted on July 31,2018 and is the combined rate of M&O, I&S and R/FM. The individual tax rates will be adopted August 28, 2018.

Proposed Tax Rate: $0.466529 per $100
Preceding Year's Tax Rate : $0.466529 per $100
Effective Tax Rate: $0.446403 per $100
Rollback Tax Rate: $0.475819 per $100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Tax Rate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Judy Kocian		Started On: 06/25/2018 12:03 PM
Final Approval Date: 08/15/2018		

NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

Williamson County

A tax rate of $0.466529 per $100 valuation has been proposed by the governing body of Williamson County. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of Williamson County proposes to use revenue attributable to the tax rate increase for the purpose of funding the increasing needs in operations, personnel, and infrastructure.

PROPOSED TAX RATE	$0.466529 per $100
PRECEDING YEAR'S TAX RATE	$0.466529 per $100
EFFECTIVE TAX RATE	$0.446403 per $100
ROLLBACK TAX RATE	$0.475819 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Williamson County from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that Williamson County may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount = (rate) x (taxable value of your property) / 100

For assistance or detailed information about tax calculations, please contact:

Larry Gaddes PCAC, CTA
Williamson County Tax Assessor-Collector
904 S. Main Street
512-943-1601
proptax@wilco.org
www.wilco.org/propertytax

You are urged to attend and express your views at the following public hearings on proposed tax rate:

First Hearing: 08/14/2018 10:00 AM at
County Courthouse 710 S Main St, Georgetown, TX

Second Hearing: 08/21/2018 10:00 AM at
County Courthouse 710 S Main St, Georgetown, TX

Commissioners Court - Regular Session **23.**

Meeting Date: 08/21/2018

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

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, 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	07/26/2018 10:41 AM
Form Started By: Kelly Murphy		Started On: 07/26/2018 10:24 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **24.**

Meeting Date: 08/21/2018

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the August 2018 Construction Summary Report for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2018 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Dawn Haggard		Started On: 08/15/2018 11:32 AM
Final Approval Date: 08/16/2018		

ROAD BOND PROGRAM

Construction Summary Report

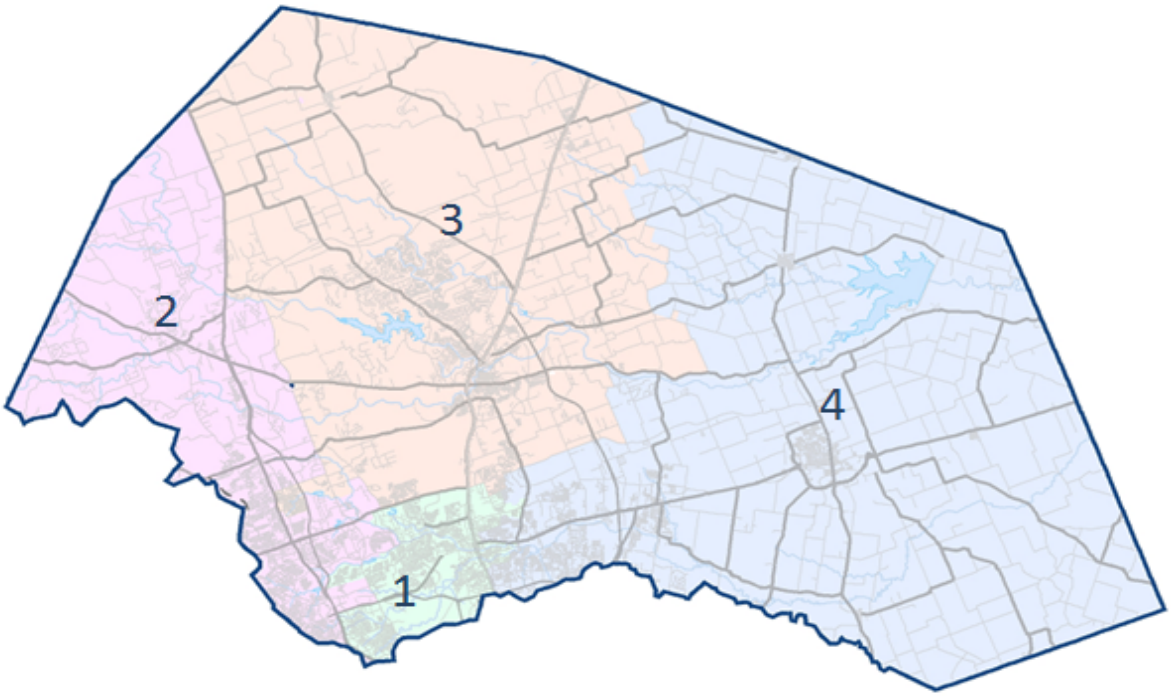
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

August 2018

WWW.ROADBOND.ORG

Volume XVII - Issue No.08



Presented By:

PRIME STRATEGIES, INC.

HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 4

RM 620 Phase 2 (Wyoming Springs to Deep Wood / O'Connor Drive North of RM 620) 6

Neenah Avenue Widening (Olive Hill Dr to end of roadway) 8

PRECINCT No. 2 – Commissioner Cynthia Long 10

CR 200 at Bold Sundown (Intersection of Bold Sundown) 12

PRECINCT No. 3 – Commissioner Valerie Covey 14

Arterial H Ph 1 (Sam Bass Road to existing Arterial H) 16

Southwest Bypass Segment 1 (Southbound IH 35 to .5 miles west) 17

Inner Loop mprovements (WilCo Way to Belmont Dr.) 19

Williamson County Regional Raw Water Line 21

PRECINCT No. 4 – Commissioner Larry Madsen 22

CR 110 South (US 79 to Limmer Loop) 24

CR 119 (Limmer Loop to Chandler Rd) 25

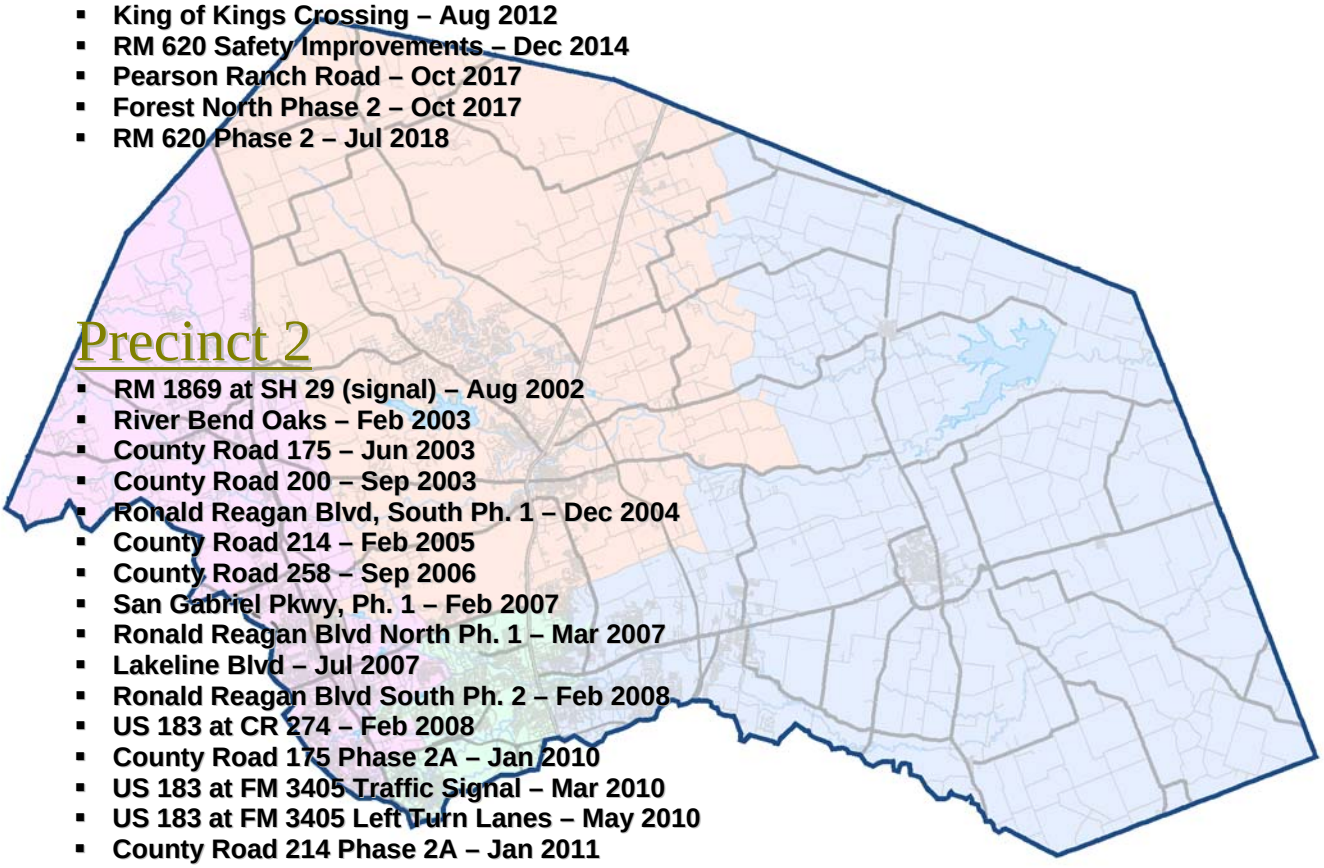
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2018

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**



Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**

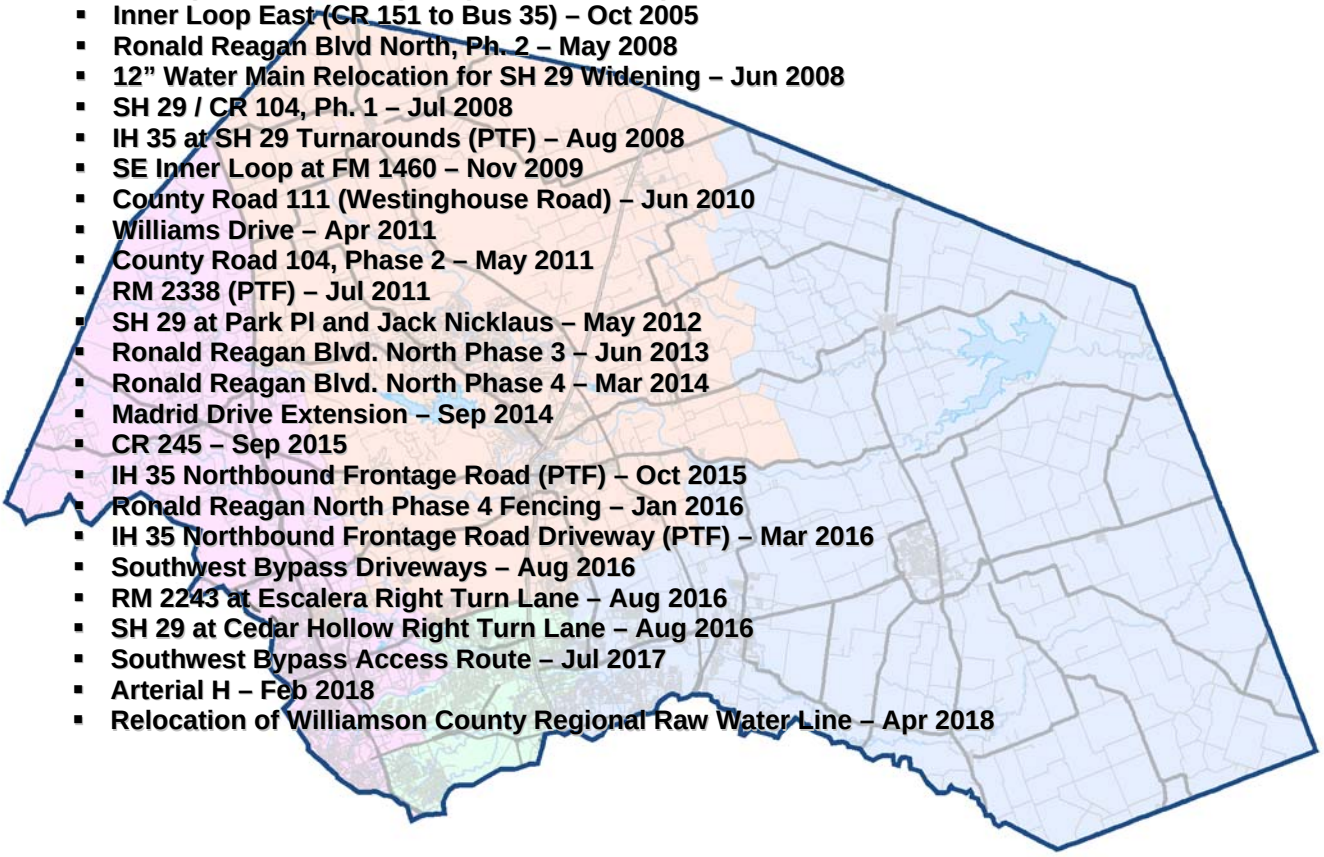
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2018

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Turn Lane – Aug 2016**
- **SH 29 at Cedar Hollow Right Turn Lane – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H – Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**



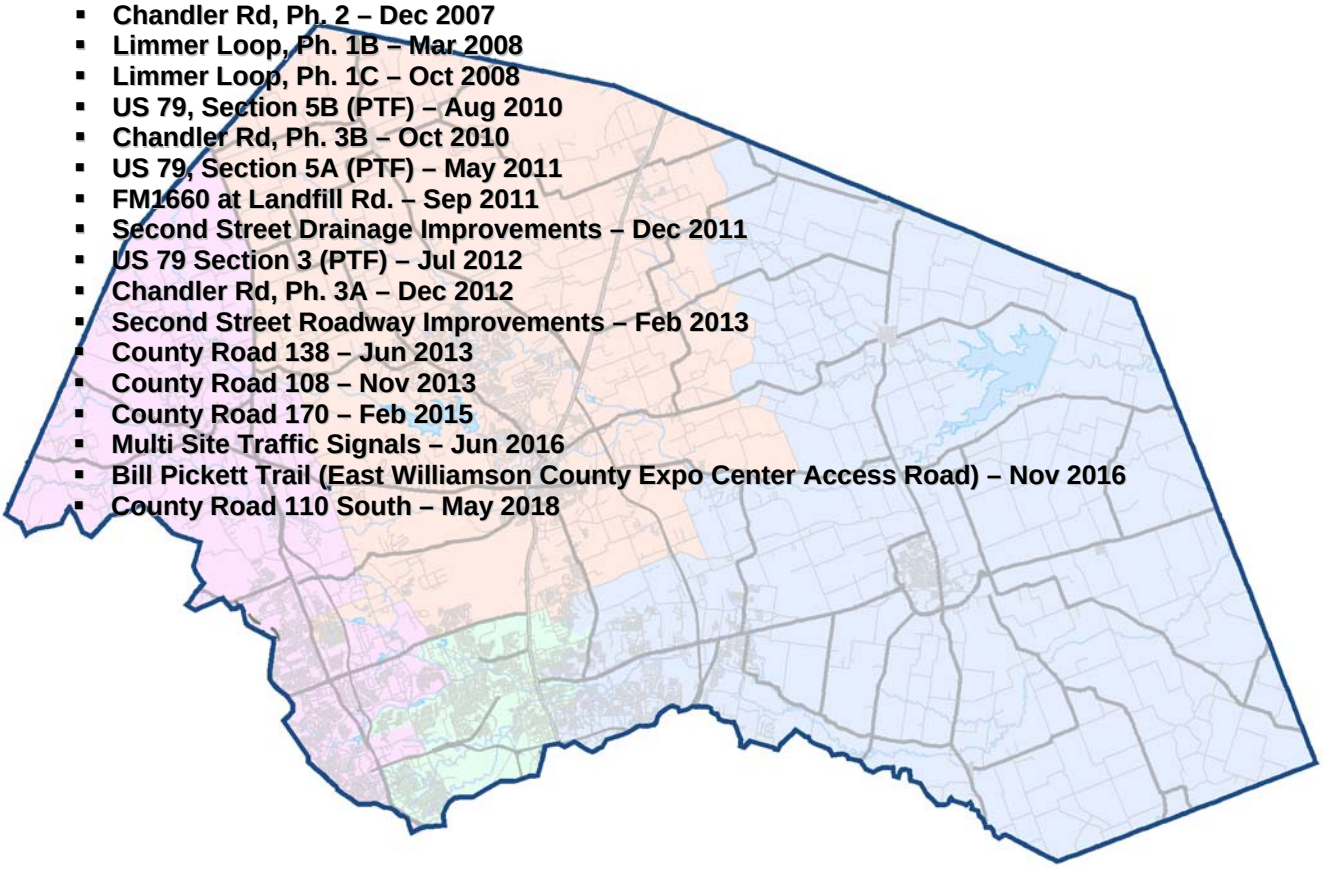
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

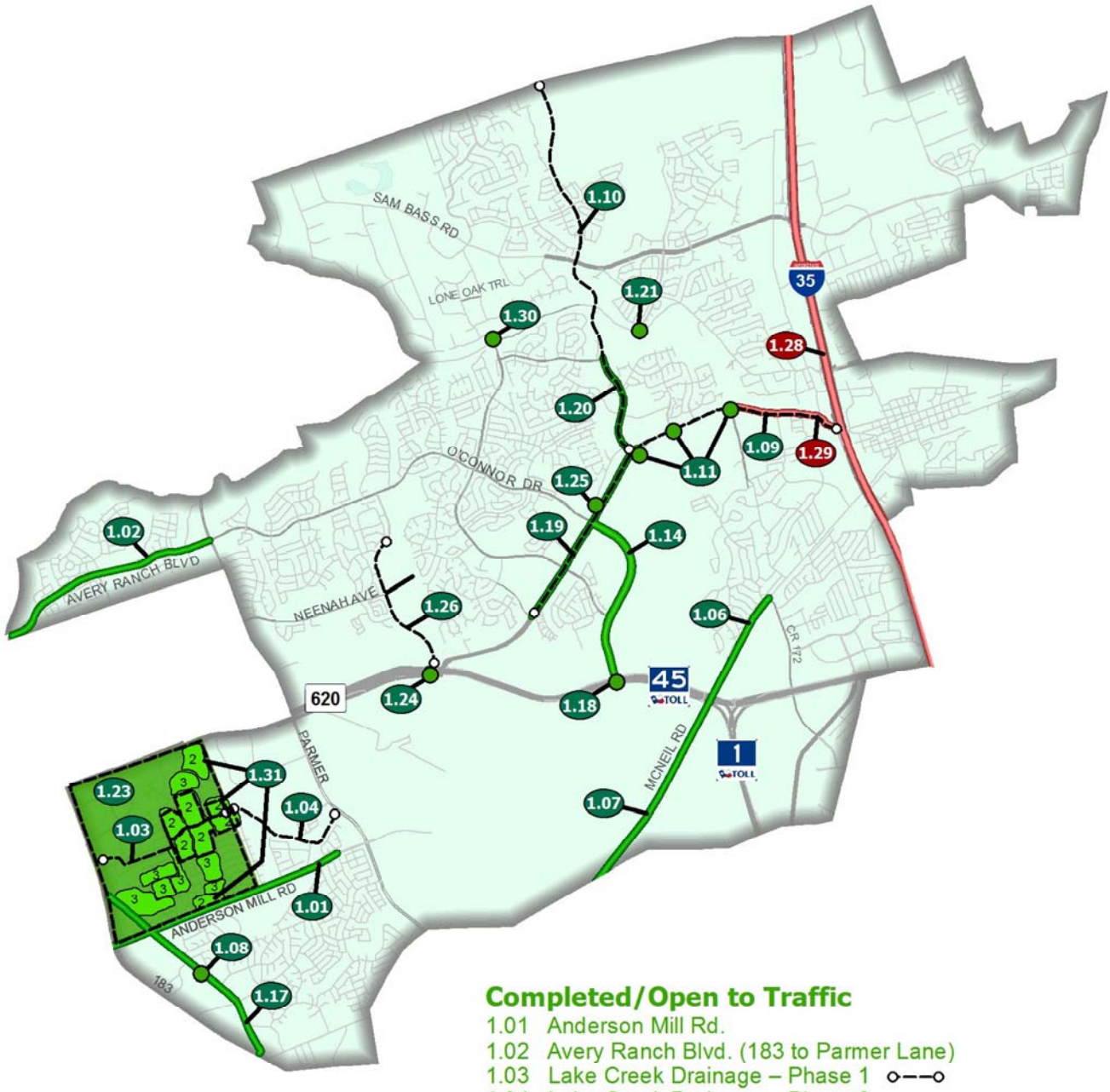
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2018

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**



2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



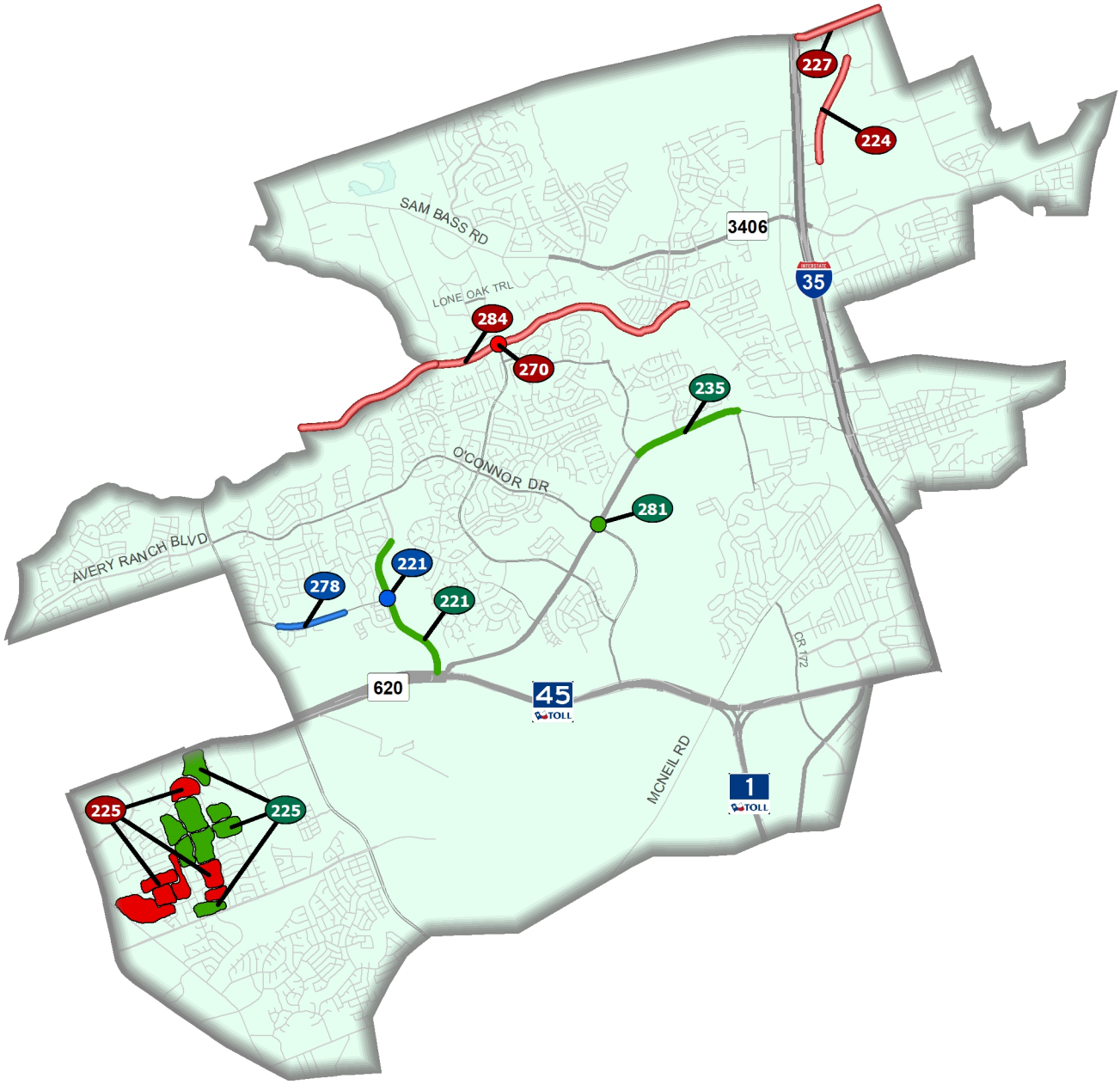
Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

In Design

1.28 IH 35 Operational Analysis
1.29 RM 620 (IH 35 to Deep Wood Dr.)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road
225 Forest North Drainage Improvements - Phase 2
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
281 O'Connor Drive North of RM 620

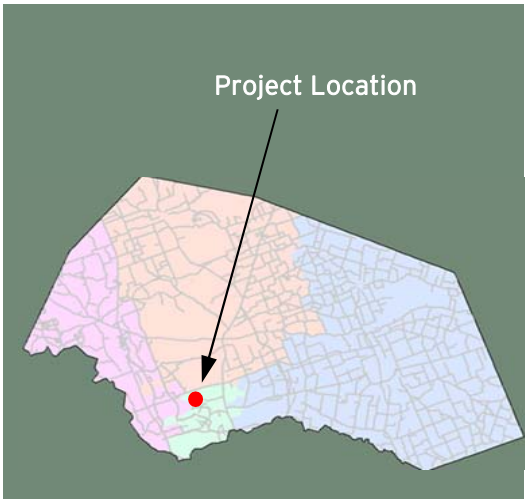
Under Construction/Bidding

221 Pearson Ranch Road (Signal)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

In Design

224 North Mays Street Extension (La Paloma to Oakmont Dr.)
225 Forest North Drainage Improvements - Phase 3
227 University Blvd Widening (IH 35 to Sunrise Rd.)
270 Great Oaks at Brushy Creek
284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)





RM 620 Phase 2
(Wyoming Springs to Deep Wood Drive / O'Connor Drive North of RM 620)

Project Length: .9 Miles
Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-July 2018
Estimated Construction Cost: $6.3 Million



JULY 2018 IN REVIEW

7/6/2018: Cox Commercial placed asphalt on Oaklands. Subcontractor Austin Materials continued to pave the final layer of hot mix on the eastbound and westbound lanes.

7/13/2018: Inlets were cleaned. Subcontractor Austin Traffic Signal tested signals. Subcontractor Flasher installed small sign. Austin Material continued asphalt repair work.

7/20/2018: The Contractor cleaned up the project prior to striping. Flasher placed pavement markings for the final striping configuration and continued to install small signs. Austin Material continued asphalt repair work.

7/27/2018: Flasher striped arrow, words and 24" stop bars. A ribbon cutting ceremony took place on 7/23/18.



Design Engineer: Halff Associates
Contractor: Cox Commercial Construction
Construction Observation: Clayton Weber, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

RM 620 Safety Improvements (Wyoming Springs to Deep Wood)
Project No. 1608-108 Original Contract Price = $6,082,225.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2016	11/30/2016	1/3/2017	1/13/2017	7/18/2018			425	30	455

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	1/13/2017	1/31/2017	19	$459,169.50	$459,169.50	7	4
2	2/1/2017	2/28/2017	28	$280,194.00	$739,363.50	12	10
3	3/1/2017	3/31/2017	31	$389,047.00	$1,128,410.50	18	17
4	4/1/2017	4/30/2017	30	$516,962.84	$1,645,373.34	26	24
5	5/1/2017	5/31/2017	31	$285,725.66	$1,931,099.00	31	31
6	6/1/2017	6/30/2017	30	$313,267.57	$2,244,366.57	36	37
7	7/1/2017	7/31/2017	31	$274,834.20	$2,519,200.77	40	44
8	8/1/2017	8/31/2017	31	$285,281.13	$2,804,481.90	45	51
9	9/1/2017	9/30/2017	30	$368,485.34	$3,172,967.24	51	57
10	10/1/2017	10/31/2017	31	$299,932.60	$3,472,899.84	55	64
11	11/1/2017	11/30/2017	30	$234,228.72	$3,707,128.56	59	71
12	12/1/2017	12/31/2017	31	$154,371.19	$3,861,499.75	61	78
13	1/1/2018	1/31/2018	31	$349,918.70	$4,211,418.45	67	84
14	2/1/2018	2/28/2018	28	$331,786.31	$4,543,204.76	72	91
15	3/1/2018	3/31/2018	31	$171,318.93	$4,714,523.69	75	97
16	4/1/2018	4/30/2018	30	$203,885.15	$4,918,408.84	78	104
17	5/1/2018	5/31/2018	31	$335,106.74	$5,253,515.58	84	111
18	6/1/2018	6/30/2018	30	$555,695.76	$5,809,211.34	92	117
19	7/1/2018	7/31/2018	18	$193,370.10	$6,002,581.44	96	121

8/3/2018 Comments - Substantial Completion was requested as of 7/18/18

Change Order Number	Approved	Cost This CO	Total COs
01	10/3/2017	7,495.80	7,495.80

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order changed the full depth reconstruction on the east end of the project to level up with hot mix on the existing pavement which eliminated traffic control phases that results in a cost savings for the County.

Change Order Number	Approved	Cost This CO	Total COs
02	1/30/2018	49,456.20	56,952.00

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order revises the drainage inlets along Oaklands Drive. 3E: County Convenience. Reduction of future maintenance. This Change Order revises the signal conduits and controller cabinet at Oaklands Drive and RM 620.

Change Order Number	Approved	Cost This CO	Total COs
03	5/22/2018	118,664.23	175,616.23

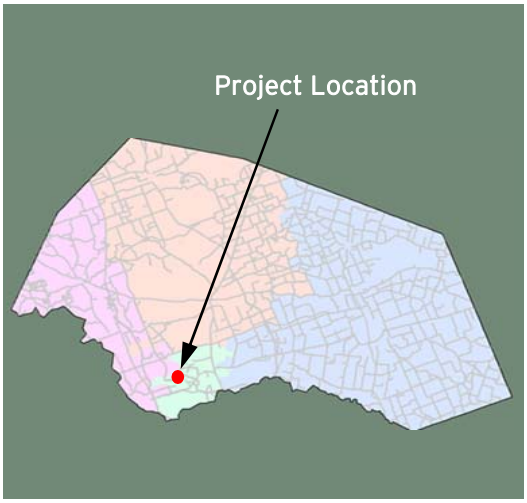
3F: County Convenience. Additional work desired by the County. This Change Order adds modifications to the left turn lane median turn bay on O'Connor Drive, north of RM 620. This is considered a major change order because it changes the project limits. This work was requested by the County.

Change Order Number	Approved	Cost This CO	Total COs
04	7/24/2018	22,736.80	198,353.03

3F: County Convenience. Additional work desired by the County. This Change Order adds the removal of the raised center median on Oaklands at RM 620 and lengthens the inside left turn lane.

Adjusted Price = $6,280,578.73





Neenah Avenue Widening
(Olive Drive to 0.5 mile west of Olive Drive)

Project Length: .56 miles
Roadway Classification: Minor Arterial

Project Schedule: February 2018 - January 2019
Estimated Construction Cost: $2.5 Million



JULY 2018 IN REVIEW

7/6/2018: Smith Contracting excavated for the retaining wall and footing along the southside of the drainage area between the new 12'x4' box culvert and the existing box culvert in front of Holy Family School. Forms were removed from the retaining walls along the northside of the drainage area.

7/13/2018: Excavation for the retaining wall and footing continued along the south side of drainage area between the new 12'x4' box culvert and the existing box culvert. Pond improvements resumed. The upstream footings and aprons were poured for the 5'x3' and 12'x4' box culverts.

7/20/2018: The retaining wall and footing were poured along the south side of drainage area between the new 12'x4' box culvert and the existing box culvert. Pond improvements continued. Clearing of the ROW began for Phase IV work.

7/27/2018: Excavation was completed and the retaining wall and footing poured along the north side of drainage area. The south side retaining wall was backfilled between the new 12'x4' box culvert and the existing box culvert. Concrete was formed and placed on the west side of driveway #2. Silt fence and tree protection were placed from driveway #4 to the east.



Design Engineer: Stantec Consulting
Contractor: Smith Contracting
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Neenah Avenue Widening (Olive Drive to 0.5 mile west of Olive Drive)
Project No. 1710-194

Original Contract Price = $2,529,398.54

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/17/2017	12/6/2017	1/26/2018	2/5/2018				350	0	350

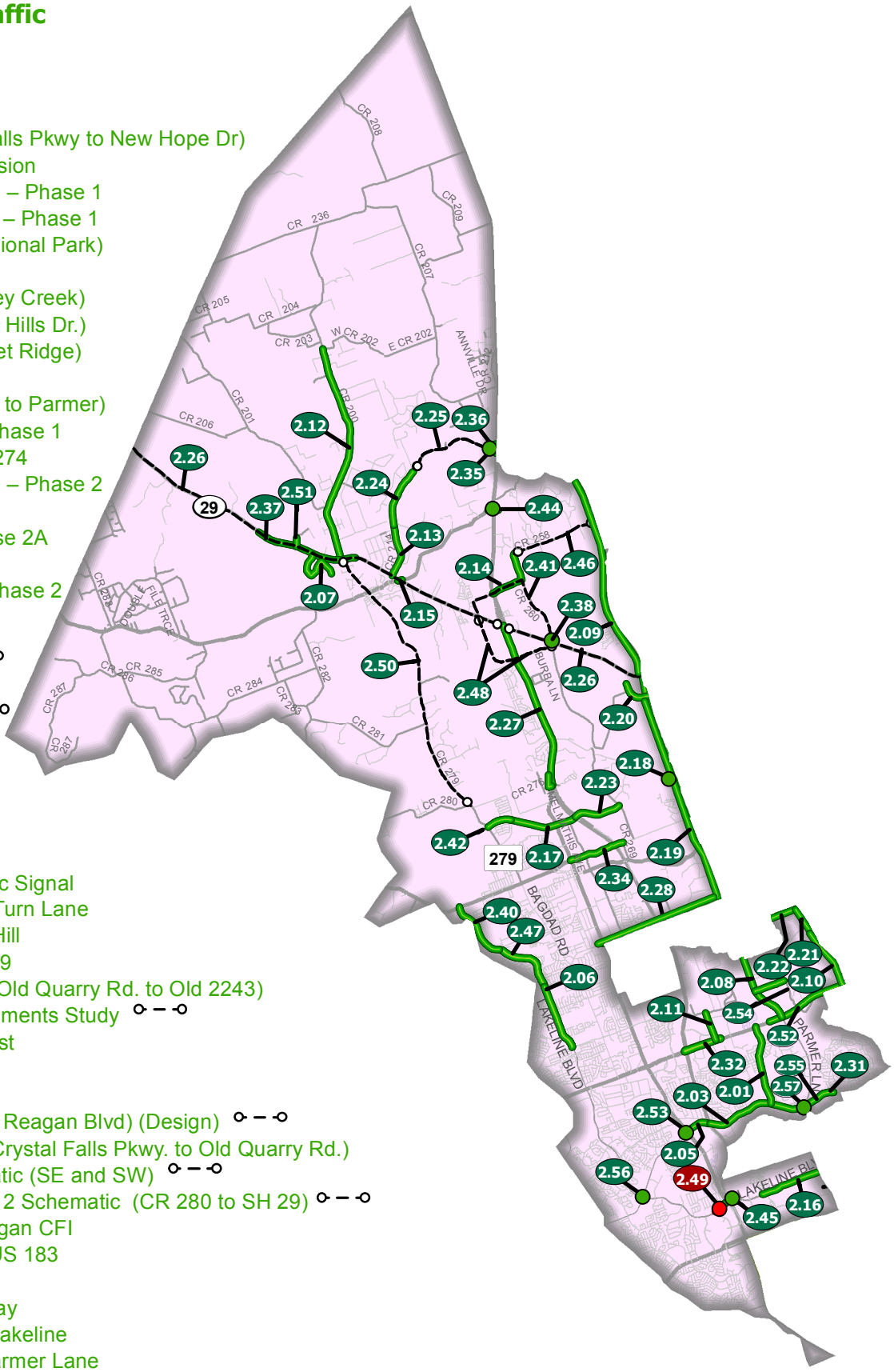
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2018	2/23/2018	19	$125,365.50	$125,365.50	$13,929.50	$13,929.50	6	5
2	2/24/2018	3/23/2018	28	$150,775.20	$276,140.70	$16,752.80	$30,682.30	12	13
3	3/24/2018	4/25/2018	33	$191,501.10	$467,641.80	$21,277.90	$51,960.20	21	23
4	4/26/2018	5/25/2018	30	$161,682.75	$629,324.55	$17,964.75	$69,924.95	28	31
5	5/26/2018	6/25/2018	31	$247,558.88	$876,883.43	$27,506.54	$97,431.49	39	40
6	6/26/2018	7/25/2018	30	$213,856.20	$1,090,739.63	$23,761.80	$121,193.29	48	49

Adjusted Price = $2,529,398.54

2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

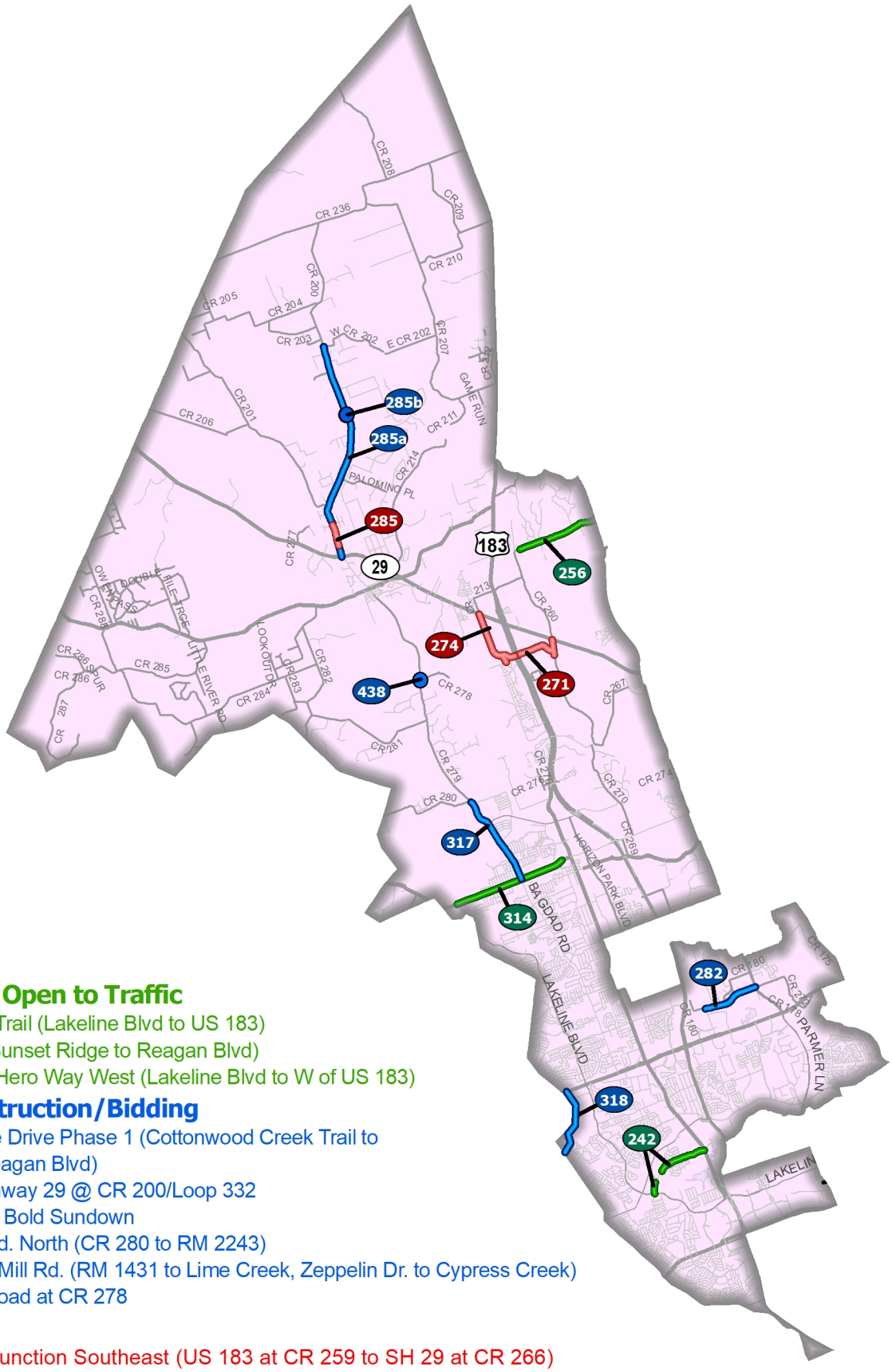
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



In Design

2.49 Lakeline Blvd. Right Turn Lanes

2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Blvd to US 183)
256 CR 258 (Sunset Ridge to Reagan Blvd)
314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

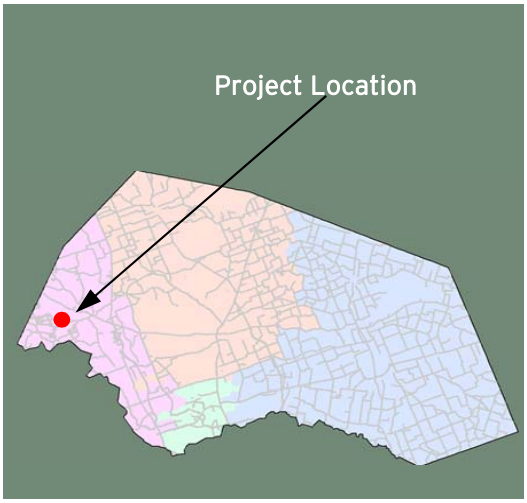
Under Construction/Bidding

282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
285a State Highway 29 @ CR 200/Loop 332
285b CR 200 at Bold Sundown
317 Bagdad Rd. North (CR 280 to RM 2243)
318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)
438 Bagdad Road at CR 278

In Design

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
285 CR 200 - Preliminary Design (CMTA Railroad to Stagecoach)





County Road 200 at Bold Sundown
(South of Bold Sundown to north of intersection)

Project Length: .18 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2018-August 2018
Estimated Construction Cost: $.37 Million



JULY 2018 IN REVIEW

7/6/2018: Notice to Proceed was issued on 6/29/18 for work to commence 7/9/18.

7/13/2018: Cox Commercial Construction installed silt fence on the southeast side at Lackey Creek for topsoil storage. Electrical potholing began at Bold Sundown Entrance. Subcontractor RSI placed erosion control logs on the west side of the project and rock filter dams on the northeast and northwest sides of Lackey Creek. Subcontractor Flasher installed advance warning signs on the project.

7/20/2018: Silt fence installation continued on the southeast side at Lackey Creek for topsoil storage. Electrical potholing continued at the Bold Sundown Entrance.

7/27/2018: The east side of the project was excavated and embankment placed on the west side from Lackey Creek to Bold Sundown.



Design Engineer: O'Brien Engineering
Contractor: Cox Commercial Construction
Construction Observation: Ryan Rivera, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 200 at Bold Sundown
Project No. 1802-217

Original Contract Price = $1,232,539.10

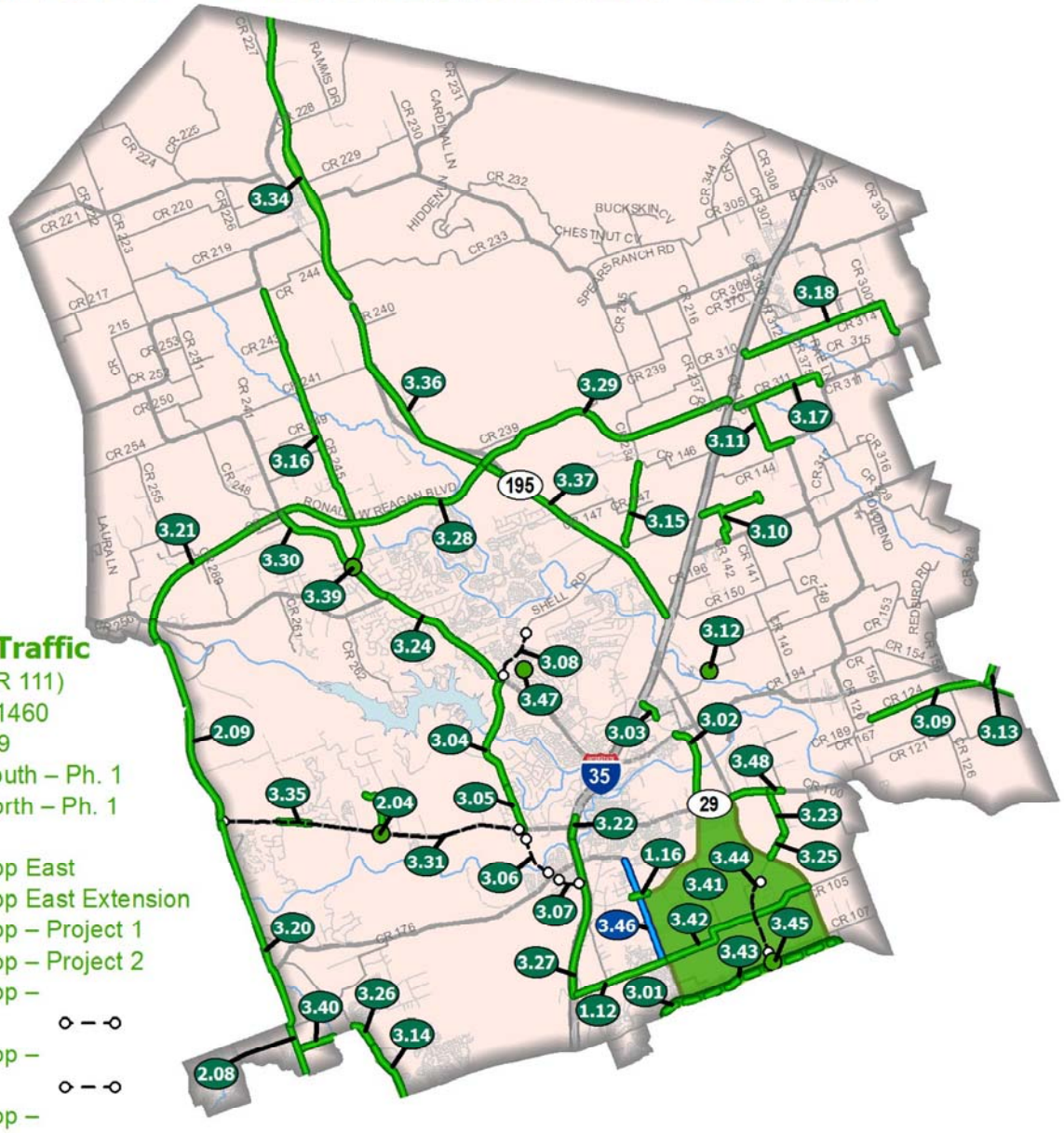
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/11/2018	4/24/2018	6/27/2018	7/9/2018				45		45

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/9/2018	7/31/2018	17	$145,027.80	$145,027.80	$16,114.20	$16,114.20	13	38

8/3/2018 Comments - Notice to Proceed was issued 6/18/2018 with time charges beginning 7/9/2018.

Adjusted Price = $1,232,539.10

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



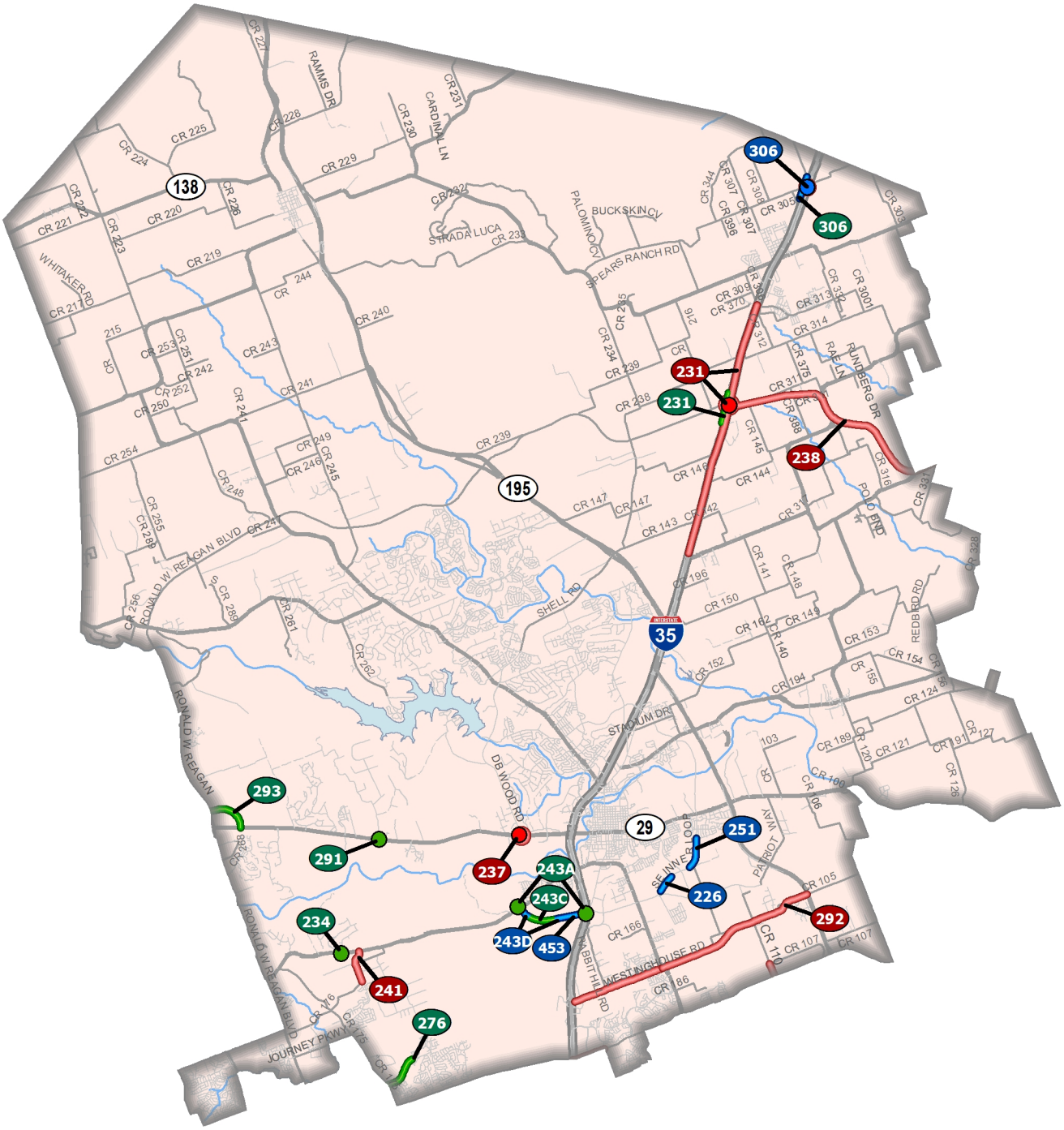
Completed/Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study ○ – ○
3.07 Georgetown Inner Loop – Project 4 Study ○ – ○
3.08 Georgetown Inner Loop – Project 5 Study ○ – ○
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic ○ – ○
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North ○ – ○ (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.47 Madrid Drive Extension

Under Construction/Bidding

3.46 FM 1460 North

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

231 Ronald Reagan at IH 35 (Bridge Replacement)
231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
237 DB Wood At SH 29
238 Ronald Reagan Blvd Extension (IH 35 to SH 95)
241 CR 176 at RM 2243 (Safety Improvements)
292 CR 111 / CR 105 Westinghouse Rd.(FM 1460 to SH 130)

Under Construction/Bidding

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
243d Southwest Bypass Segment 2
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
453 Southwest Bypass Segment 1
306 CR 305 At IH 35 - Design (Bridge Replacement)

Completed/ Open to Traffic

231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
234 RM 2243 At Escalera Parkway
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 At Cedar Hollow
293 Kauffman Loop Phase 1 (NE quadrant of Reagan at SH 29)
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = $3,210,934.80

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
4/20/2016	5/16/2016	6/3/16 (Limited) 2/17/2017 (Amended Limited) 5/26/2017	6/5/2017	2/28/2018		150	120	270

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2016	6/30/2016	0	$134,198.10	$134,198.10	$14,910.90	$14,910.90	4	0
2	7/1/2016	7/31/2016	0	$182,746.89	$316,944.99	$20,305.21	$35,216.11	10	0
3	8/1/2016	8/31/2016	0	$93,893.40	$410,838.39	$10,432.60	$45,648.71	13	0
4	9/1/2016	9/30/2016	0	$206,817.21	$617,655.60	$22,979.69	$68,628.40	20	0
5	6/4/2017	6/30/2017	27	$47,340.00	$664,995.60	$5,260.00	$73,888.40	21	10
6	7/1/2017	8/31/2017	62	$587,022.75	$1,252,018.35	$65,224.75	$139,113.15	40	33
7	9/1/2017	9/30/2017	30	$320,055.75	$1,572,074.10	$35,561.75	$174,674.90	50	44
8	10/1/2017	10/31/2017	31	$158,107.95	$1,730,182.05	$17,567.55	$192,242.45	55	56
9	11/1/2017	11/30/2017	30	$140,265.17	$1,870,447.22	$15,585.02	$207,827.47	60	67
10	12/1/2017	12/31/2017	31	$186,341.94	$2,056,789.16	$20,704.66	$228,532.13	66	78
11	1/1/2018	1/31/2018	31	$412,576.91	$2,469,366.07	$45,841.88	$274,374.01	79	90
12	2/1/2018	2/28/2018	28	$600,971.37	$3,070,337.44	-$211,714.06	$62,659.95	90	100
13	3/1/2018	5/31/2018	0	$61,299.50	$3,131,636.94	$1,251.01	$63,910.96	92	100
14	7/1/2018	7/31/2018	0	$15,879.92	$3,147,516.86	$324.08	$64,235.04	93	100

8/3/2018 Comments - The Contractor is working on the remaining punchlist item: solar lights.

Change Order Number	Approved	Cost This CO	Total COs
01	8/29/2017	132,771.00	132,771.00

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Design changes were necessary, due to unknown elevation of existing water table

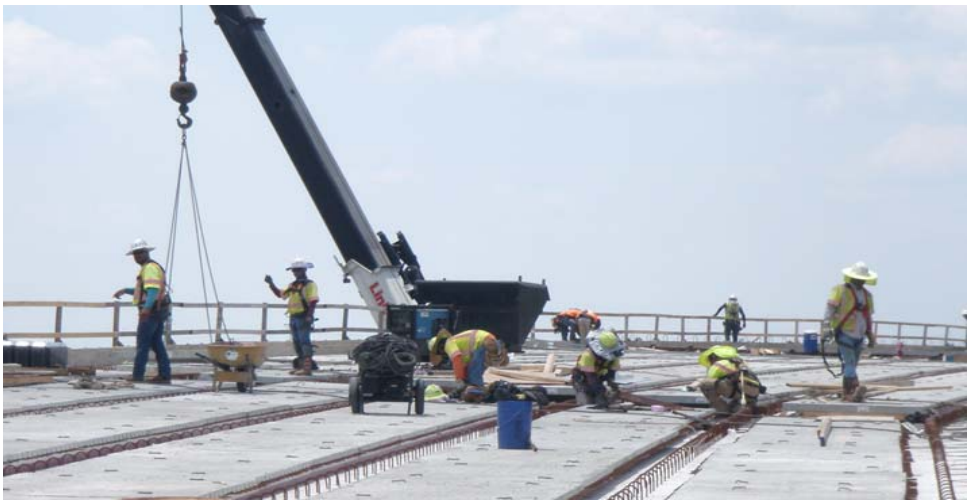
Change Order Number	Approved	Cost This CO	Total COs
02	1/23/2018	58,143.87	190,914.87

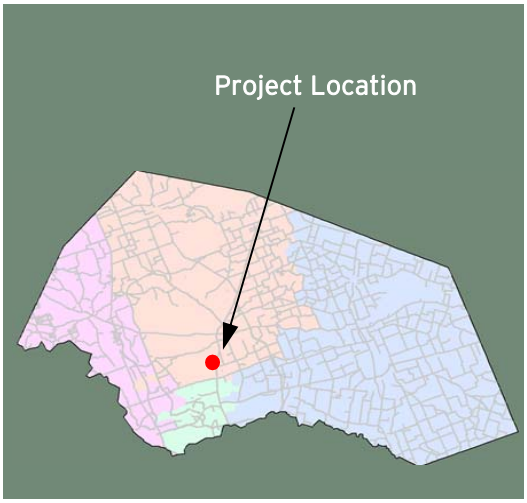
3E. County Convenience. Reduction of future maintenance. This change order adds soil retention blanket to the contract to prevent erosion and to establish vegetation on the slopes and along the roadway. 1B. Design Error or Omission. This change order also adds items to the contract for work shown in the plans but not included in the summary of items and quantities. 2E: Differing Site Conditions. (unforeseeable) Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order deletes lime treated subgrade items due to the quality of the material encountered at subgrade elevation.

Change Order Number	Approved	Cost This CO	Total COs
03	5/8/2018	63,231.96	254,146.83

1B: Design Error or Omission. Other. This Change Order corrects errors in the plan quantity for excavation, flex base, hot mix and pavement markings and adds the construction of a side street tie-in (Tavarez Drive). 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This change order also adds excavation of undesirable material and embankment to replace it with quality material at subgrade prior to placement of the flex base. 3F: County Convenience. Additional work desired by the County: Small signs were added to improve safety and rock berms were added to minimize erosion on the project.

Adjusted Price = $3,465,081.63





Southwest Bypass Segment 1
(IH 35 Southbound to .5 miles west)

Project Length: .5 Mile
Roadway Classification: Collector

Project Schedule: August 2017 - August 2018
Estimated Construction Cost: $5.7 Million



JULY 2018 IN REVIEW

7/6/2018: Panel fills and panels were placed in Spans 5 and 6. Topsoil was placed on the east side of the project. Retaining Wall 1 Flume was poured on Retaining Wall 1.

7/13/2018: Panel fills and panels were placed for Spans 2, 3 and 4. The edge forms and Steel Expansion Joints (SEJs) are in place for subcontractor GK Rodbusters. Topsoil was placed on the east side of the project. Dirt crews regraded both sides of bridge to prepare for the prime.

7/20/2018: Panel fills and panels were placed for all spans. The edge forms and SEJs were set in Unit 2. Steel rebar has been tied in Unit 3. Prime was placed on both sides of the bridge. GK Rodbusters continued to tie rebar on the bridge going from Unit 2 to Unit 1.

7/27/2018: All panels, edge forms, and sealed expansion joints (SEJs) have been set. GK Rodbusters have tied the rebar in Units 2 and 3. Paving on both sides of the bridge was completed. Subcontractor Texas Walls filled the holes at Retaining Wall 1 precast coping.



Design Engineer: HDR Engineering
Contractor: Jordan Foster Construction
Construction Observation:
Pat De Los Santos, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Southwest Bypass Segment 1 (southbound IH 35 to 0.5 miles west)
2017-0065-CIP

Original Contract Price = $5,599,200.86

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017				337	0	337

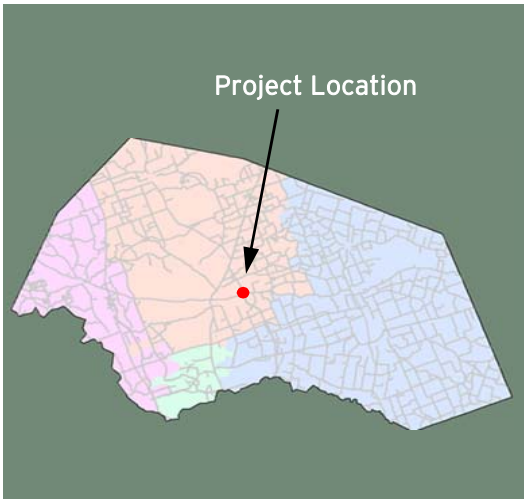
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$458,144.63	$939,731.93	$24,112.88	$49,459.58	17	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,105,672.51	$8,733.71	$58,193.29	20	30
4	12/1/2017	12/31/2017	31	$175,800.58	$1,281,473.09	$9,252.66	$67,445.95	24	39
5	1/1/2018	1/31/2018	31	$568,442.13	$1,849,915.22	$29,918.01	$97,363.96	34	49
6	2/1/2018	2/28/2018	28	$282,226.98	$2,132,142.20	$14,854.05	$112,218.01	39	57
7	3/1/2018	3/31/2018	31	$696,205.12	$2,828,347.32	$36,642.70	$148,860.71	52	66
8	4/1/2018	4/30/2018	30	$424,409.91	$3,252,757.23	$22,337.04	$171,197.75	60	75
9	5/1/2018	5/31/2018	31	$267,712.89	$3,520,470.12	$14,089.28	$185,287.03	65	84
10	6/1/2018	6/30/2018	30	$352,872.20	$3,873,342.32	$18,572.22	$203,859.25	71	93
11	7/1/2018	7/31/2018	31	$149,691.68	$4,023,034.00	$7,878.51	$211,737.76	74	102

	Approved	Cost This CO	Total COs
01	12/12/2017	114,077.58	114,077.58

Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = $5,713,278.44





Inner Loop Improvements
(WilCo Way to Belmont Drive)

Project Length: 4.4 Miles
Roadway Classification: Urban Arterial

Project Schedule: September 2017 - September 2018
Estimated Construction Cost: $5.4 Million



JULY 2018 IN REVIEW

7/6/2018: Central Maintenance Facility (CMF): Chasco Construction poured concrete for the 6" curb in the concrete drainage swale. Wilco Way (WW): Sidewalk was poured for the remainder of the project except an area at Pond B. The driveway for the Pond B access path was formed and poured. Safety end treatments were formed on the pipe at the Pond B access driveway. Flowable fill was poured in the Pond A inlet. Subcontractor Wheeler Paving completed the final roadway paving.

7/13/2018: WW: The bottom of Ponds A and B were cleaned. The Pond B concrete access driveway has been poured. Subcontractor Flasher Equipment installed signs along the roadway. Subcontractor DIJ Construction striped the pavement.

7/20/2018: CMF: Subcontractor Roadway Specialties placed hydromulch and erosion control blankets. WW: Subcontractor EnviroCon placed rubber liners in Ponds A and B. Rock riprap has been placed behind the Pond B spillway. Concrete boxes for valve controls were placed at Ponds A and B.

7/27/2018: WW: Subcontractor Allied Electrical Services installed conduit piping for Ponds A and B. Topsoil continued to be graded in and around both



Design Engineer: Rodriguez Transportation Group / Bridgefarmer
Contractor: Chasco Contractors
Construction Observation: Steven Shull, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Inner Loop Improvements (WilCo Way to Belmont Dr.)
Project No. 1706-168

Original Contract Price = $5,352,696.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017				300	0	300

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	7	11
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	16	21
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	25	42
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	26	51
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$3,524.28	$144,143.24	33	62
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$212,595.29	45	72
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$282,113.24	58	82
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$386,636.55	77	92
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$438,192.95	87	102

Change Order Number	Approved	Cost This CO	Total COs
01	12/5/2017	6,050.40	6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2” lift of Type C HMAC to one 2” lift of Type D HMAC.

Change Order Number	Approved	Cost This CO	Total COs
02	6/5/2018	37,681.73	43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditons (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repai of failures in the existing pavement does not require it.

Adjusted Price = $5,396,428.13

Williamson County Regional Raw Water Line
Project No. 1708-187

Original Contract Price = $1,232,539.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/3/2017	11/14/2017	1/12/2018	1/22/2018	4/14/2018			60	23	83

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/22/2018	2/6/2018	16	$145,027.80	$145,027.80	$16,114.20	$16,114.20	13	19
2	2/7/2018	3/6/2018	28	$611,849.99	$756,877.79	$67,983.34	$84,097.54	66	53
3	3/7/2018	4/14/2018	39	$324,523.92	$1,081,401.71	$36,058.21	$120,155.75	94	100
4	4/15/2018	7/3/2018	0	$693.00	$1,082,094.71	$77.00	$120,232.75	95	100

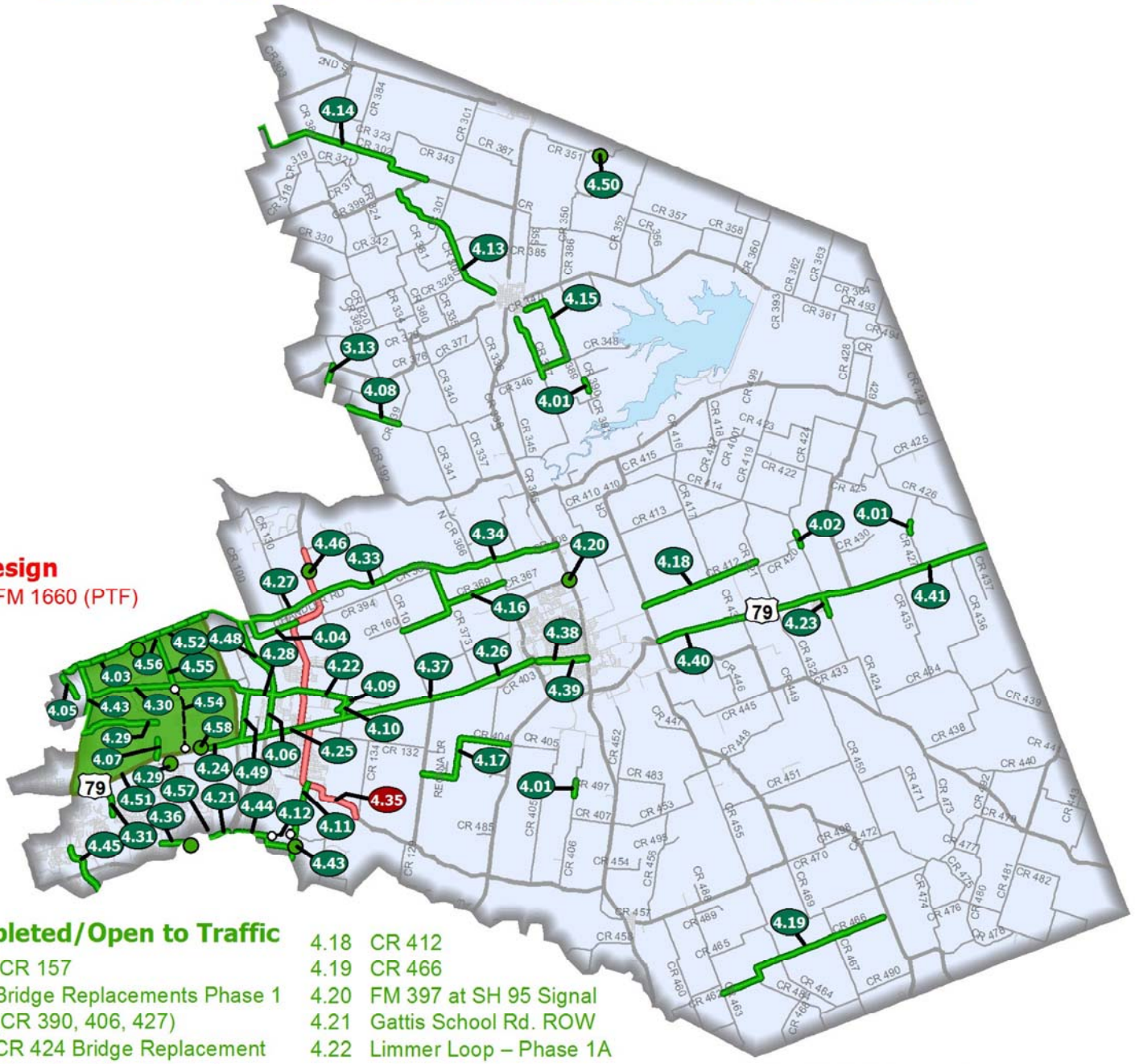
8/3/2018 Comments - The Certificate of Completion was issued 6/12/18. The balancing change was processed at the 7/24/18 Commissioners Court. As-built plans have been received. The final closeout paperwork is due from the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	7/24/2018	39,295.76	39,295.76

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). The Contractor is being compensated for a construction delay that occurred while Williamson County and the Brazos River Authority revised the interlocal agreement. The connection between the new portion of the water line and the existing water line could not take place until the new interlocal agreement was finalized.

Adjusted Price = $1,271,834.86

2006 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



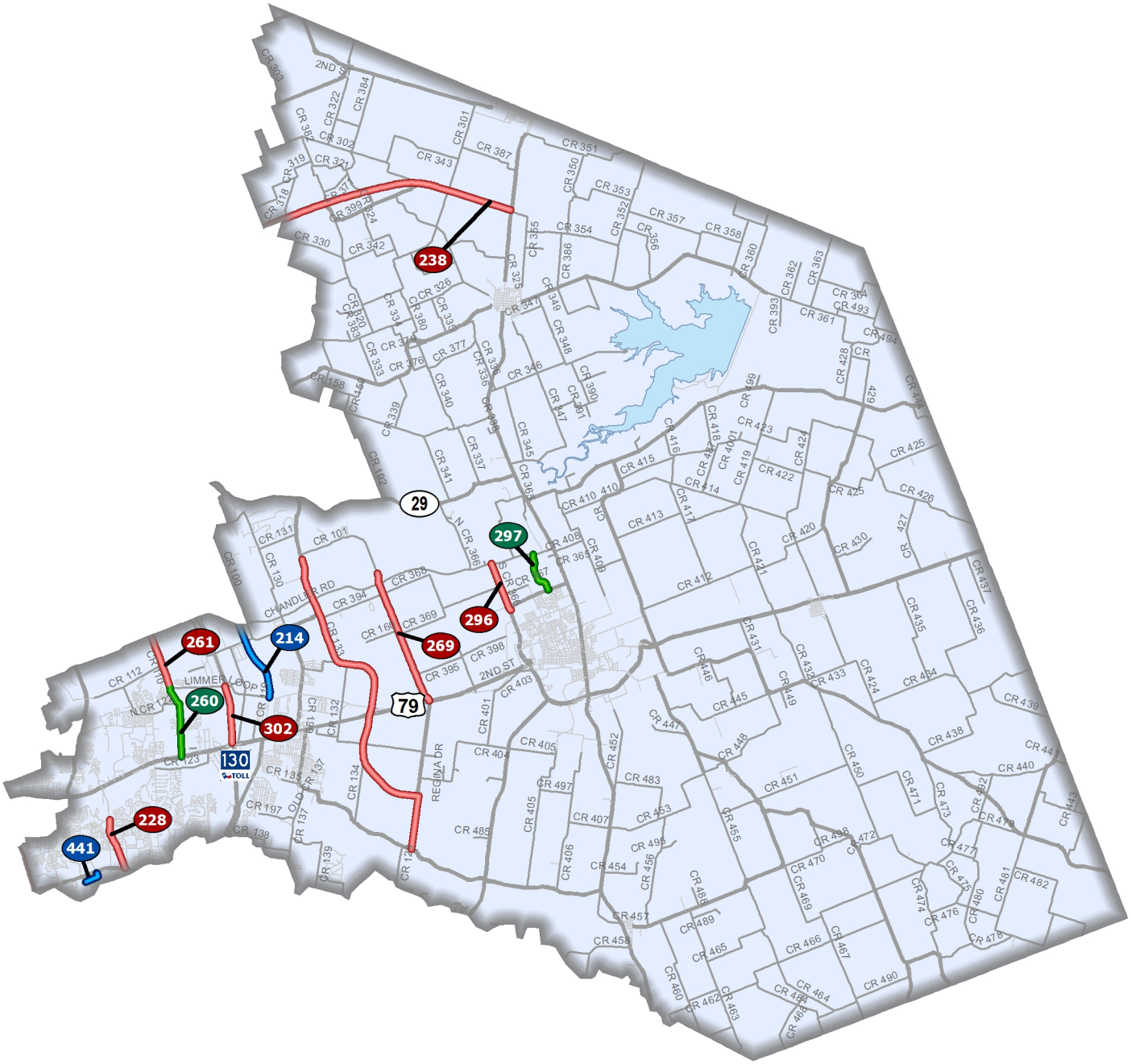
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



Completed/Open to Traffic

260 CR 110 South (US 79 to Limmer Loop)
297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

Under Construction/Bidding

214 CR 119
441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)
238 Ronald Reagan Blvd Extension (IH 35 to SH 95)
261 CR 110 Middle (N Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Rd.)
296 CR 366 Widening - Chandler Rd. to Carlos G. Parker Blvd.
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

CR 110 South (US 79 to Limmer Loop)
Project No. 1604-075

Original Contract Price = $11,224,589.02

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/27/2016	10/17/2016	1/3/2017	1/13/2017	5/23/2018			510	0	510

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/13/2017	3/31/2017	78	$1,644,069.60	$1,644,069.60	$182,674.40	$182,674.40	18	15
2	4/1/2017	4/30/2017	30	$393,511.50	$2,037,581.10	$43,723.50	$226,397.90	22	21
3	5/1/2017	5/31/2017	31	$582,730.20	$2,620,311.30	$64,747.80	$291,145.70	28	27
4	6/1/2017	6/30/2017	30	$630,479.66	$3,250,790.96	$70,053.30	$361,199.00	35	33
5	7/1/2017	7/31/2017	31	$803,057.63	$4,053,848.59	$89,228.62	$450,427.62	44	39
6	8/1/2017	8/31/2017	31	$1,287,965.24	$5,341,813.83	$143,107.25	$593,534.87	58	45
7	9/1/2017	9/30/2017	30	$469,097.52	$5,810,911.35	$52,121.95	$645,656.82	63	51
8	10/1/2017	10/31/2017	31	$875,490.26	$6,686,401.61	$97,276.69	$742,933.51	72	57
9	11/1/2017	11/30/2017	30	$435,997.94	$7,122,399.55	$48,444.22	$791,377.73	77	63
10	12/1/2017	12/31/2017	31	$176,721.48	$7,299,121.03	$19,635.72	$811,013.45	79	69
11	1/1/2018	1/31/2018	31	$408,025.00	$7,707,146.03	$45,336.11	$856,349.56	83	75
12	2/1/2018	2/28/2018	28	$269,828.24	$7,976,974.27	$29,980.92	$886,330.48	86	81
13	3/1/2018	3/31/2018	31	$356,056.48	$8,333,030.75	$39,561.82	$925,892.30	90	87
14	4/1/2018	4/30/2018	30	$729,037.53	$9,062,068.28	$81,004.17	$1,006,896.47	98	93
15	5/1/2018	5/31/2018	31	$224,708.26	$9,286,776.54	$24,967.59	$1,031,864.06	100	99

8/3/2018 Comments - Contractor continued watering to establish vegetation. All other punchlist items have been completed.

Change Order Number	Approved	Cost This CO	Total COs
01	6/15/2017	-5,837.31	-5,837.31

1A: Design Error or Omission. Incorrect PS&E. The proposed flow of water from Box Culvert 6 went through the middle of a downstream property; therefore, a redesign and relocation of Culvert 6 was necessary. 4B: Third Party Accommodation. Third party requested work. The property owner at the downstream end of the proposed culvert requested that the water flow around his property limits, as it does in the current conditions. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Mozart Street connection to CR 110 South was permitted and built after the completion of the CR 110 South roadway plans and plan revisions were required to tie-in properly

Change Order Number	Approved	Cost This CO	Total COs
02	9/19/2017	2,840.00	-2,997.31

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4' below ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert. 4B: Third Party Accommodation. Third party requested work. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

Change Order Number	Approved	Cost This CO	Total COs
03	12/12/2017	31,812.74	28,815.43

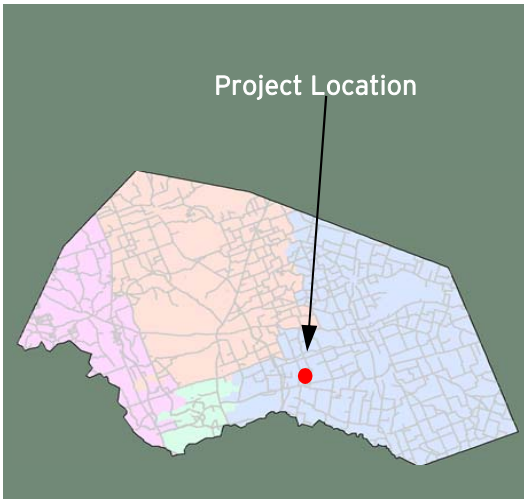
3E: County Convenience. Reduction of future maintenance. This Change Order replaces surface hot mix Type C to Type D, supplements the Type 4 seeding mix with Type 11 (Bermuda), and adds additional concrete pipe and end treatment items at utility poles. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order also substitutes single-slope portable concrete barrier with low profile concrete barrier (LPCB).

Change Order Number	Approved	Cost This CO	Total COs
04	8/7/2018	-932,493.87	-903,678.44

2H: Differing Site Conditions. Unacquired Right-of-Way (unforeseeable). This Change Order revises the north end of the project tying into existing CR 110 by shortening the limits due to an unacquired Right Of Way tract. The proposed roadway taper to existing pavement is shortened to stay within acquired limits. 2E: Differing Site Conditions. Miscellaneous Differences in Field Conditions (item 9). This Change Order provides for the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 3H: County Convenience. Cost savings oppportunity discovered during construction. This Change Order revises the project limits on the construction of Limmer Loop from full reconstruction to a notch and widen because the existing pavement is still in good condition.

Adjusted Price = $10,320,910.58





County Road 119
(Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
Roadway Classification: Suburban Collector

Project Schedule: December 2017-March 2019
Estimated Construction Cost: $6.7 Million



JULY 2018 IN REVIEW

7/6/2018: Joe Bland Construction began excavation for subgrade north of Limmer Loop. Driveway pipe installation continued. Culverts C and E-2 (across from CR 118) were installed. Subcontractor Greater Austin Development rubbed and patched the bridge rail on the west side of the bridge. Subcontractor BMP Specialists removed some silt fence.

7/13/2018: Geogrid and first course of flexible base were placed from Culvert A to Culvert B.

7/20/2018: Geogrid and the first course of flexible base continued to be placed from Culvert A to south of Culvert C. Lime treated subgrade was remixed from south of Culvert D to CR 118. Lime treatment began for the subgrade from South of Culvert C to south of Culvert D.

7/27/2018: Geogrid and the first course of flexible base continued to be placed from south of Culvert C to CR 118. Lime treated subgrade was remixed from Limmer Loop to Culvert A. Driveway pipe installation was completed south of Chandler Road.



Design Engineer: Stantec Consulting
Contractor: Joe Bland Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 119 (Limmer Loop to Chandler Road)
Project No. 1708-186

Original Contract Price = $6,640,302.71

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/25/2017	11/15/2017	12/8/2017	12/18/2017				450		450

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2017	12/31/2017	31	$65,613.60	$65,613.60	$7,290.40	$7,290.40	1	7
2	1/1/2018	1/31/2018	31	$473,860.64	$539,474.24	$52,651.18	$59,941.58	9	14
3	2/1/2018	2/28/2018	28	$323,428.91	$862,903.15	$35,936.55	$95,878.13	14	20
4	3/1/2018	3/31/2018	31	$229,232.44	$1,092,135.59	$25,470.27	$121,348.40	18	27
5	4/1/2018	4/30/2018	30	$630,740.24	$1,722,875.83	$70,082.25	$191,430.65	29	34
6	5/1/2018	5/31/2018	31	$298,792.28	$2,021,668.11	$33,199.14	$224,629.79	34	40
7	6/1/2018	6/30/2018	30	$448,853.39	$2,470,521.50	$49,872.60	$274,502.39	41	47
8	7/1/2018	7/31/2018	31	$494,029.30	$2,964,550.80	$54,892.14	$329,394.53	50	54

Adjusted Price = $6,640,302.71

Commissioners Court - Regular Session **25.**

Meeting Date: 08/21/2018

Environmental Services SWCA Contract Amendment No 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Environmental Services On-Call contract between Williamson County and SWCA Environmental Consultants relating to the 2013 Road Bond Program. Projects: As Needed Funding Source: Road Bonds.

Background

Compensation cap is increased from $500,000.00 to $750,000.00, an increase of $250,000.00. The contract is on-call therefore work is designated for each project through individual Work Authorizations. Current and upcoming projects requiring ENV services include: CR 176 at RM 2243, Hairy Man Road, Forest North Phase 3, CR 366, Great Oaks Bridge at Brushy Creek, RM 2243, CR 200, and Ronald Reagan Ext.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA-ENVoncall-ContractAmendmentNo2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Marie Walters		Started On: 08/15/2018 06:23 PM
Final Approval Date: 08/16/2018		

RECEIVED
AUG 07 2018
BY: PSI

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENVIRONMENTAL SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: 2013 Road Bond Program
Environmental On-Call Services ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Environmental Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Consultant") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Consultant executed the Williamson County Contract for Environmental Services dated effective December 9, 2014 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 500,000; 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 Consultant agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $500,000 to $750,000.

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

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

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

CONSULTANT:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
Aug 10/18

Commissioners Court - Regular Session **26.**

Meeting Date: 08/21/2018

CR 366 Garver LLC Contract Amendment No 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 366 (Carlos G. Parker Blvd to Chandler Rd) contract between Williamson County and Garver, LLC relating to the 2013 Road Bond Program. Project: P296. Funding Source: Road Bonds.

Background

Adds new rate category to Exhibit D - Rate Schedulem, X-6: Senior Scheduler at $219.00 (highlighted)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Garver-CR366-ContractAmendmentNo1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Marie Walters		Started On: 08/15/2018 06:30 PM
Final Approval Date: 08/16/2018		

RECEIVED
AUG 13 2018
BY: PSI

CONTRACT AMENDMENT NO. 01
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: Williamson County Rd. 366, Carlos G. Parker, Blvd. to Chandler Rd. ("Project")

THIS CONTRACT AMENDMENT NO. 01 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 Garver, 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 September 13, 2017 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,000,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

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

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

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

ENGINEER:

By: _____
Signature

Glenn G. Gregory, Jr
Printed Name

Vice President
Title

08/13/2018
Date

COUNTY:

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

_____
Date

OK
mg 8/13/18

EXHIBIT D
RATE SCHEDULE

APPENDIX B
CR 366
Garver Hourly Rate Schedule: July 2017 - September 2018

Classification		Rates
Engineers / Architects		
	E-1: EIT	$ 100.00
	E-2: Engineer	$ 110.00
	E-3: Design Engineer	$ 142.00
	E-4: Project Engineer	$ 166.00
	E-5: Senior Project Engineer	$ 203.00
	E-6: Engineering Specialist/Project Manager	$ 240.00
	E-7: Senior Project Manager	$ 295.00
Planners / Environmental Specialist		
	P-1: Planner/Environmental Specialist I	$ 100.00
	P-2: Planner/Environmental Specialist II	$ 130.00
	P-3: Planner/Environmental Specialist III	$ 154.00
	P-4: Planner/Environmental Specialist IV	$ 216.00
	P-6: Senior Planner/Environmental Specialist	$ 285.00
Designers		
	D-1: Designer/Environmental Scientist I	$ 95.00
	D-2: Designer/Environmental Scientist II	$ 111.00
	D-3: Senior Designer/Environmental Scientist	$ 132.00
Technicians		
	T-1: Intern	$ 74.00
	T-2: Technician	$ 94.00
	T-3: Senior Technician	$ 114.00
Management/Administration		
	M-1: Principal	$ 330.00
	X-1: Administrative Asst./ Admin Intern	$ 58.00
	X-2: Administrative Assistant	$ 79.00
	X-6: Senior Scheduler	$ 219.00

Blanton & Associates, Inc.
Environmental

Role	*Labor Rate*
Env. Manager	$166.00
Sr. Env. Planner	$136.00
Sr. Env. Scientist	$120.00
Sr. Biologist	$120.00
Env. Planner II	$115.00
Env. Planner I	$90.00
Sr. Historian	$98.00
Sr. Archeologist	$98.00
Archeologist	$93.00
Env. Scientist II	$106.50
Biologist II	$98.00
Biologist I	$93.00
Env. Scientist I	$93.00
Sr. GIS Tech	$101.00
GIS Tech	$75.00
Technical Editor	$76.00

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE

2017 PROFESSIONAL SURVEYING SERVICES

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 100.00 per hour
2 man survey crew, with vehicle and data collection	$ 150.00 per hour
3 man survey crew, with vehicle and data collection	$ 186.00 per hour
GPS/RTK Field Crew Services:	
GPS/RTK 1 man survey crew, with vehicle and data collection	$ 150.00 per hour
GPS/RTK 2 man survey crew, with vehicle and data collection	$ 200.00 per hour
GPS/RTK 3 man survey crew, with vehicle and data collection	$ 236.00 per hour
Additional Crew/Rodman	$ 45.00 per hour
Flagger	$ 45.00 per hour

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
Researcher	$ 72.00 per hour
Secretarial/Administrative	$ 63.00 per hour
AutoCAD / Survey Technician	$ 82.00 per hour
Senior Technician	$ 96.00 per hour
LIDAR Technician	$ 98.00 per hour
GPS Processing	$ 108.00 per hour
Field Coordinator	$ 98.00 per hour
Project Manager	$ 165.00 per hour
RPLS	$ 145.00 per hour
Principal	$ 190.00 per hour
Specialized Equipment:	
ATV (All Terrain Vehicle)	$ 65.00 per day
Additional Survey Vehicle	$ 70.00 per day

Unusual equipment or additional service providers will be charged at cost.

HVJ & Associates
Geotechnical Investigation

	Rate / Unit
Field Investigation	
Mobilization/Demobilization	$400.00 each
Drill Rig Minimum Charge	$900.00 each
Undisturbed sample boring w/3" Shelby tube	$22.50 linear foot
Add for coring in rock (Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	$22.50 linear foot
Texas Cone Penetration Test	$25.00 each
Standard Penetration Test	$22.50 each
Grout Backfill	$5.00 linear foot
Traffic Control	$1,200.00 cost
Vehicle Trips – specialty vehicle for drill crew support	$75.00 per day
Laboratory Testing	
Moisture Content	$18.00 each
Hydrometer Analysis	$200.00 each
Atterberg Limits	$75.00 each
Unconfined Compressive Strength Test	$65.00 each
Texas Triaxial	$1,750.00 each
Percent Passing No. 200 Sieve	$35.00 each
Sulfate Testing	$75.00 each
Soil PH Testing	$200.00 each
FWD Testing and Traffic Counts	
Mobilization/Demobilization	$400.00 each
FWD Equipment	$2,600.00 day
Traffic Control	$1,200.00 cost
Engineering Labor	
Senior Project Manager	$175.00 hour
Project Engineer	$125.00 hour
Staff Engineer	$100.00 hour
Senior Technician	$60.00 hour
Technician	$55.00 hour

TransTec
Pavement Design

Classification	Loaded Rate
Senior Engineer	$185/Hr.
Project Engineer	$110/Hr.

Nancy Ledbetter & Associates, Inc.

As of July 27, 2017

Classification	Staff	Loaded Rate
Public Involvement Project Manager		$178.85
Lead Public Involvement Specialist		$160.78
Senior Public Involvement Specialist		$115.64
Public Involvement Specialist		$92.93
Graphic Designer		$83.60
Admin/Clerical		$61.99

Direct Expenses

Mileage	Mile	Current IRS Rate
Certified Letter Return Receipt	each	Current Postal Rate
Standard Postage Letter	each	Current Postal Rate
Overnight Mail - letter size	each	$25.00
Overnight Mail - oversized box	each	$30.00
Courier Services	each	$40.00
Photocopies B/W (8 1/2" X 11")	each	$0.12
Photocopies B/W (11" X 17")	each	$0.20
Photocopies Color (8 1/2" X 11")	each	$0.75
Photocopies Color (11" X 17")	each	$1.50
Digital Ortho Plotting	sheet	$1.50
Blueline Prints (24" X 36")	each	$2.50
Bond Paper Plot (Blueline/Blackline)	linear foot	$9.00
Blueline/Blackline Prints (8 1/2" X 11")	square foot	$3.50
Blueline/Blackline Prints (11" X 17")	square foot	$0.10
Blueline/Blackline Prints (22" X 34")	square foot	$0.20
Color Graphics on Foam Board	square foot	$20.00
Presentation Boards 30" X 40" Color/Mounted	each	$100.00
Plots (B/W on Bond)	square foot	$6.00
Plots (Color on Bond)	square foot	$8.00
Plots (Color on Photgraphic Paper)	square foot	$5.00
Mylar Plot	square foot	$12.00
Mylar (8 1/2" X 11")	sheet	$2.00
Mylar (11" X 17")	Sheet	$4.18
Mylar (22" X 34")	Sheet	$12.00
Outside Printing - Reports	each	$50.00
Report Binding	each	$5.00
Notebooks	each	$5.00
Reproduction of CD/DVD	each	$3.00
CDs	each	$0.50

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 **27.**

Meeting Date: 08/21/2018

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 close projects and move remaining balances to 2013 Road Non-Departmental (P290) from Pearson Ranch Road/SH45/RM620 (P222), Howard Lane Extension (P223), Avery Ranch at Pearson (P279), FM 1431-Gap Cedar Park ILA (P229), Little Elm Trail (P242), CR 258 (P256), CR 277 (P289), CR 175 Phase 3A (P287), Kaufman Loop Phase 2 (P286), CR 112 Phase 1 Study (P295), Wilco Event Center Access (P297), Arterial A North Phase 1A (P304) and Chandler Rd at FM 1660 (P305). Also, to close New Hope Drive Phase 2A (P283) and move $2,000,000 to 2013 Road Non-Departmental (P290) and $1,000,000 to CR 200 Phase 1 (P285).

Also, to move $4,000,000 from New Hope Drive Phase 1 (P282) to Bagdad Road (P438) and the remaining balance to 2013 Road Non-Departmental (P290) and $2,000,000 from CR 119 (P214) to SH 130 Frontage Road (P302). Move $5,900,000 to 2013 Road Non-Departmental (P290) from SW Bypass/SH29 Bypass/Inner Loop (P243) of $3,000,000, Kennedy Fort Blvd (P228) of $2,000,000 and Chandler Rd Extension (P294) of $900,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Emmeline Palma		Started On: 08/15/2018 02:02 PM
Final Approval Date: 08/15/2018		

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: August 1, 2018

Re: 2013 Road Bond Budget Adjustments

Another round of 2013 Road Bond projects have been constructed and the project close outs completed. Also, several other projects have been funded through other sources or deferred. The Road Bond Team is continuing to work with the Auditor's office to begin closing out the 2013 Road Bond Program. The Team is also working with Bob Daigh to identify funding for additional/new projects.

Please make the following budget adjustments to the 2013 Road Bond budgets:

Close the following projects:	**Move Remaining Balance to:**
P222 - Pearson RR/SH 45/RM 620	P290 - 2013 Unallocated
P223 - Howard Lane Extension	
P279 - Avery Ranch @ Pearson	
P229 - FM 1431 Gap (Cedar Park ILA)	
P242 - Little Elm Trail	
P256 - CR 258	
P289 - CR 277	
P287 - CR 175 Phase 3A	
P286 - Kaufman Loop Phase 2	
P295 - CR 112 Phase 1 Study	
P297 - WilCo Event Center Access	
P304 - Arterial A North Phase 1A	
P305 - Chandler Rd. @ FM 1660	

- Close P283 – New Hope Drive Phase 2A and move $2,000,000.00 to P290 2013 Unallocated and $1,000,000.00 to P285 – CR 200 Phase 1;

- Move $4,000,000.00 from P282 – New Hope Drive Phase 1 to P438 – Bagdad Rd @ Park and balance to P290 2013 Unallocated;

- Move $3,000,000.00 from P243 – SW Bypass/SH 29 Bypass/Inner Loop to P290 – 2013 Unallocated;

- Move $2,000,000.00 from P228 – Kenney Fort Blvd. Phase 1 to P290 – 2013 Unallocated;

- Move $2,000,000.00 from P214 – CR 119 to P302 – SH 130 Frontage Road;

- Move $900,000.00 from P294 – Chandler Rd. Extension to P290 – 2013 Unallocated.

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

\\Server14\psi\Prime Strategies Data\Projects\WC-0425 - Management GEC\Budget Adjustments\2018\Memo_Auditors_2013RBBudgetTransfers_08012018.doc

Commissioners Court - Regular Session **28.**

Meeting Date: 08/21/2018

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 $2,600,000 from 2013 Road Non-Departmental to RM 2243 Re-Alignment (P326) of $1,000,000 and University Blvd (Chandler Road) Expansion – City of Round Rock ILA (P327) of $1,600,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Emmeline Palma		Started On: 08/15/2018 02:07 PM
Final Approval Date: 08/15/2018		

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 31, 2018

Re: 2013 Road Bond Budget Adjustments & New Projects

CAMPO recently awarded funding for two (2) projects which Williamson County will develop or financially participate. The first is a County only project to complete the TxDOT environmental documents and schematic for RM 2243 re-alignment from Hero Way to east of Reagan Blvd. CAMPO funded 100% of that project but the County will need to "cash flow" the consultant studies and be reimbursed by CAMPO.

The second project – construction of two (2) additional lanes on University Boulevard (Chandler Road) from FM 1460 to SH 130 – is being done in a partnership with the City of Round Rock. An Interlocal Agreement (ILA) is being prepared with the City taking the lead and the County reimbursing the City for a portion of the CAMPO match.

Please create two (2) new projects and P#'s by making the following budget adjustments:

- Create new project/P# for RM 2243 Re-Alignment and move $1,000,000.00 from P-290 2013 Unallocated to the new P#;

- Create new project/P# for University Blvd. (Chandler Road) Expansion – City of Round Rock ILA and move $1,600,000.00 from P-290 2013 Unallocated to the new P#.

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 **29.**

Meeting Date: 08/21/2018

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 $450,000 from 2013 Road Non-Departmental (P290) to IH-35 Operational Study (P258).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Emmeline Palma		Started On: 08/15/2018 02:08 PM
Final Approval Date: 08/15/2018		

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 31, 2018

Re: 2013 Road Bond Budget Adjustments

During the recent budget adjustments for the 2006 Road Bond Program we closed a project – P258 IH-35 Operational Study. The project, funded 80% by CAMPO is still active, but all activities now are related to 2013 Road Bond efforts. There are still funds available in the CAMPO project that the County wants to utilize. As such, 2013 Road Bond funds are proposed to cover the balance of the County's cash flow and contract match.

Please make the following budget adjustment:

- Create a new project/P# for IH-35 Operational Study and move $450,000.00 from P-290 2013 Unallocated to cover the new P#;

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 **30.**

Meeting Date: 08/21/2018

Rule 11 and Settlement Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Rule 11 and Settlement Agreement with the attorney for Joshua and Patricia Solis for right of way needed on the San Gabriel Ranch Road project. Funding Source: Road & Bridge P439

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Solis Rule 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Charlie Crossfield		Started On: 08/16/2018 09:44 AM
Final Approval Date: 08/16/2018		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

tad@scrrlaw.com

August 15, 2018

RULE 11 AND SETTLEMENT AGREEMENT

Leslie Vance
Attorney for Joshua and Patricia Solis
335 Stewart Street
Meadowlakes, Texas 78654

Re: Cause No. 18-0843-CC3
Williamson County, Texas v. Joshua Solis, et al.
San Gabriel Ranch Road Dam

Dear Mr. Vance:

This letter will constitute a Rule 11 and Settlement Agreement ("Agreement") between Williamson County, Texas ("County") and Joshua and Patricia Solis ("Solis") pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the San Gabriel Ranch Road Dam construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. County agrees to pay, and Solis agrees to accept, the total sum of TWENTY ONE THOUSAND THREE HUNDRED THIRTY-SIX and 00/100 DOLLARS ($21,336.00) for the 0.548 acre of fee simple right of way, 0.59 acre Temporary Workspace and Staging Easement, and a 0.03 acre Drainage Easement ("Property") sought to be acquired in this condemnation suit as set out in Plaintiff's Original Petition and any amendments on file in this cause, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Solis.

   The amount of $21,336.00 shall be entered as an Agreed Award of Special Commissioners at a hearing before the appointed special commissioners currently scheduled for August 20, 2018. The balance of $21,336.00 due and owing for the total compensation as set out herein shall be deposited into the registry of the court within fourteen (14) days after filing of the Award of Special Commissioners.

2. It is agreed that neither County nor Solis shall file objections to the Award of Special Commissioners in this cause as long as County deposits the balance of the Award in the amount and pursuant to the terms as set out herein.

3. The parties additionally agree that the County shall be responsible for the payment of any rollback or special taxes which result from entry of the Judgment and conveyance of the Property for public use and right of way purposes as set out herein, and that the conveyance of the Property through condemnation for public use and right of way purposes shall not cause the removal of or otherwise impact the existing status of any agricultural or grazing tax exemption for the remaining property of Solis as long as any other requirements for such use are maintained.

4. Because this conveyance and Judgment are being entered by agreement, the parties further specifically waive any Right of Repurchase pursuant to the requirements of the Texas Property Code, Section 21.101(a)(2) or Section 21.101(a)(3).

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the County and Solis, please so indicate by executing this letter in the space indicated below and we will process this for the required approval and execution.

Very truly yours,

Tad Cleaves
Sheets & Crossfield, P.C.
Attorneys for Williamson County

AGREED AND ACCEPTED:

Leslie Vance
Attorney for Joshua and Patricia Solis

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 08/21/2018

Interlocal Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing County Judge to execute an Interlocal Agreement with the City of Round Rock regarding the design and construction of an additional two lanes for the North mays extension.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Mays Interlocal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Charlie Crossfield		Started On: 08/16/2018 09:47 AM
Final Approval Date: 08/16/2018		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS REGARDING THE DESIGN AND CONSTRUCTION OF ADITIONAL TWO LANES OF THE NORTH MAYS EXTENSION

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2018, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City and the County have cooperated to design and construct a two-lane paved roadway known as the North Mays Extension from Paloma Drive to Oakmont Drive, with a four lane bridge, approximately 1,220 feet long, over Chandler Branch in Round Rock, Texas (the "Final Design"), as shown on Exhibit "A"; and

WHEREAS, the City and the County now wish to cooperate in the design and construction of an additional two lanes of the North Mays Extension from Paloma Drive to just north of Oakmont Drive.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to be responsible for all costs associated with the Final Design as described in the Scope of Services in Exhibit "A", attached hereto and incorporated herein, and to construct said four lanes pursuant to the Final Design.

3. The City agrees to pay to the County, pursuant to the conditions stated herein,, twenty-four (24%) percent all Costs of Construction based on the Final Design, up to and no more than $3,800,000. The current estimate of the City's share is $3,434,000. Costs of Construction include all costs related to roadway construction, sidewalks, lighting, water and wastewater relocation, drainage and other costs related to the construction based on the Final Design. Upon the County's approval of each invoice for Costs of Construction, the County will transmit a copy of the invoice to the City. Upon timely receipt, proper documentation and approval of each invoice, the City shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said invoice.
4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
5. The County agrees to consult and obtain the approval of City staff regarding the Final Design prior to award of a Project contract for construction.
6. Neither the City nor County waives, modifies, or alters 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.
7. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
8. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the

maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

9. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
10. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Projects and acceptance of the public improvements by City.
11. This Agreement is executed to be effective on the date the last Party signs this Agreement.
12. Each Party, 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 purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

Attest:

_____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

_____
Sarah White, City Clerk

Exhibit A

Scope of Services

The County will provide plans, specifications and estimate (PS&E) development for a four lane section of North Mays (Arterial M) from Paloma to Oakmont. The development of plans and specifications includes the design of the following project components: roadway, all required drainage systems, bridge structure, roadway illumination, traffic control plans, erosion control plans, all necessary water quality and BMPs, and signing and marking plans. The County will also be responsible for necessary utility relocations to include the design of any City of Round Rock water and wastewater lines that require relocation due to this project. The County will also perform necessary environmental due diligence tasks in conformance with the Williamson County Environmental Protocol and obtain necessary TCEQ permits.

Commissioners Court - Regular Session **32.**

Meeting Date: 08/21/2018

MOU OSSF Abatement

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Memorandum of Understanding Regarding the Abatement of OSSF Nuisance Conditions between the Williamson County Engineer/Road and Bridge Division, acting by and through Williamson County, Texas, and the Williamson County and Cities Health District.

Background

The MOU is for the purpose of outlining the mutual intent and understandings of Williamson County and the Williamson County and Cities Health District with respect to coordination between the Williamson County Engineer/Road and Bridge Division and the Williamson County Health Authority for abatement of public health nuisances associated with onsite sewage facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU OSSF Nuisance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Hal Hawes		Started On: 08/15/2018 11:56 AM
Final Approval Date: 08/15/2018		

MEMORANDUM OF UNDERSTANDING
REGARDING
THE ABATEMENT OF OSSF NUISANCE CONDITIONS

This Memorandum of Understanding ("MOU") is executed by the Williamson County and Cities Health District ("District") and Williamson County, Texas ("County"), being collectively referred to as "the Parties," for the purpose of outlining the Parties' mutual intent and understandings with respect to coordination between the Williamson County Engineer/Road and Bridge Division and the Williamson County Health Authority for abatement of public health nuisances associated with onsite sewage facilities ("OSSF"). (The coordinated efforts of the District and the County are referred to herein as the "Abatement Program.") The Parties set forth their intent and understandings as follows:

I. Recitals

A. Basis for Cooperation. The District has appointed and employs the Williamson County Health Authority as required by Texas law and the Cooperative Agreement that governs the District. The County is a member of the District, and the jurisdiction of the Williamson County Health Authority includes the land within the boundaries of the County.

B. Scope of Abatement Program. The Abatement Program includes the implementation and enforcement of Sections 341.011 and 341.012 of the Texas Health and Safety Code by establishing a procedure for communication and coordination between the OSSF personnel of the Williamson County Engineer/Road and Bridge Division with the Williamson County Health Authority to facilitate the timely abatement and elimination of public health nuisances and public health hazards caused by malfunctioning septic tanks located within Williamson County, Texas.

C. Purpose of MOU. The purpose of this MOU is to outline certain understandings by and between the Parties to enable each Party to effectively implement the Abatement Program.

II. General Terms Regarding the Abatement Program

A. Term. The term of the agreement shall extend for one year after the Effective Date set forth below and will renew automatically for successive periods of one year each unless either Party gives written notice of non-renewal to the other at least thirty (30) days prior to the expiration date or the anniversary of the expiration date, as the case may be. In addition to termination of this agreement by virtue of the completion of the term, either party may terminate this agreement effective the last day of any month during the term of this agreement by giving notice of its intent to terminate not less than sixty (60) days prior to such effective date of termination.

B. Costs. The costs of the Abatement Program shall be shared by the District and County by the direct participation of their respective employees without reimbursement from the other Party.

III. Participation of the Parties

A. County Participation. The County agrees to:

- Investigate malfunctioning septic tanks, open discharges of sewage and wastewater effluent, and other OSSF related public health nuisances as defined by Section 341.011 of the Texas Health and Safety Code.

- Compile information and evidence to document the existence and duration of an OSSF related public health nuisance.

- Advise the Williamson County Health Authority and the Executive Director of the District that evidence has been collected with regard to an OSSF related public health nuisance existing within the Health Authority's jurisdiction.

- Develop a proposed timeline and plan for abatement of each public health nuisance that requires remediation.

- Provide the Williamson County Health Authority the information and evidence proving the existence of a public health nuisance within the Health Authority's jurisdiction along with a proposed order of abatement for eliminating the nuisance conditions.

B. District Participation. The District agrees:

- To make the Williamson County Health Authority available to review and participate in responding to OSSF related public health nuisances.

- That, in accordance with the provisions of Section 341.012 of the Texas Health and Safety Code, upon receipt of information and proof from the Williamson County Engineer/Road and Bridge Division that an OSSF related public health nuisance exists within Williamson County, the Williamson County Health Authority shall issue a written notice ordering the abatement of the nuisance to any person responsible for the nuisance. The Williamson County Health Authority shall also send a copy of the notice ordering the abatement to the County Attorney.

IV. Miscellaneous Provisions

A. Good Faith Cooperation. The Parties each understand and acknowledge that this MOU does not obligate either Party in any way. However, each Party pledges to cooperate in good faith to accomplish the mutual goals set forth herein.

B. Outline of Terms. The Parties acknowledge that the terms and provisions contained herein are only an outline of the procedures needed to implement the Abatement Program and the Parties will cooperate to fully develop and implement the Abatement Program.

Executed to be effective as of _____, 2018 (the "Effective Date").

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: _____
Marlene McMichael
Chair, Williamson County Board of Health

WILLIAMSON COUNTY, TEXAS

By: _____
Judge Dan A. Gattis, County Judge

Commissioners Court - Regular Session **33.**

Meeting Date: 08/21/2018

Hutto Annex

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Special Warranty Deed between Williamson County, as grantor, and the City of Hutto, as grantee, wherein Williamson County will convey the Williamson County Hutto Annex real property, building and parking lot to the City of Hutto; and authorize the County Judge to execute said deed and all documents necessary at the closing of such property.

Background

In accordance with the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas, which set out the terms and conditions for land acquisition options and exchanges for properties owned by both Williamson County and the City of Hutto, the County agreed to convey the current Williamson County Hutto Annex property to the City of Hutto in exchange for two office condominiums and **$1,341,037.00**to be paid to the County. The Commissioners Court approved the above mentioned Interlocal Agreement on January 18, 2018 and later extended the closing date for the properties pursuant to an amendment to the Interlocal Agreement, which was approved by the court on May 8, 2018. These property conveyances are related to the Hutto TIRZ No. 1 and the Interlocal Agreement Between Williamson County, Texas and City of Hutto, Texas Regarding Tax Increment Funding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed to Hutto RE Hutto Annex

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Hal Hawes		Started On: 08/15/2018 11:38 AM
Final Approval Date: 08/15/2018		

SPECIAL WARRANTY DEED

Date:	September ____, 2018
Grantor:	County of Williamson County, Texas
Grantor's Mailing Address:	710 Main Street, Suite 101 Georgetown, Texas 78626
Grantee:	City of Hutto, a municipal corporation located in Williamson County, Texas
Grantee's Mailing Address:	401 West Front Street Hutto, Texas 78634
Consideration:	TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
Property (including all improvements thereon):	See **Exhibit A-1** attached hereto and made a part hereof.
Reservations from Conveyance:	None.
Exceptions to Conveyance and Warranty:	This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, exchanges and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance.

SUBJECT ONLY TO THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, THE PROPERTY IS SOLD BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, BY

GRANTOR OR BY ANY PERSON FOR WHOM GRANTOR HAS RESPONSIBILITY THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE, IS FIT FOR A PARTICULAR PURPOSE, OR AS TO THE CONDITION, HABITABILITY, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY. GRANTEE HAS RELIED AND WILL RELY SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION, STATEMENT OR ASSURANCE BY GRANTOR OR ANY PERSON FOR WHOM GRANTOR HAS RESPONSIBILITY. THE SALES PRICE REFLECTS THE SALE OF THE PROPERTY "AS IS" AND WITH THESE DISCLAIMERS.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

County of Williamson County, Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the County of Williamson, County, Texas, a municipal corporation located in Williamson County, Texas, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018.

_____
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge, Dan A. Gattis

EXHIBIT A-1

Legal Description

4.4341 acre tract (193,150 sq. ft.), more or less, out of the NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, Williamson County, Texas, being all of a called 4.43 acre tract conveyed to Williamson County, Texas under Document No. 2005053331, Official Public Records of Williamson County, Texas, said tract being a portion of Lots 23 & 24, Block "A", HUTTO SQUARE COMMERCIAL LOTS, recorded in Cabinet Z, Pages 281-282, Plat Records of Williamson County, Texas, and more particularly described by metes and bounds on Exhibit "A" attached hereto; SAVE AND EXCEPT a 0.5063 acre tract (22,056 sq. ft.), more or less, out of the NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, Williamson County, Texas, and being more particularly described by metes and bounds on Exhibit "B" attached hereto (having been conveyed to the City of Hutto, a municipal corporation located in Williamson County, Texas, by Special Warranty Deed dated May 8, 2018, and recorded in Document 2018070929 of the Official Records of Williamson County, Texas).

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 4.4341 ACRES (193,150 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO THE WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 4.4341 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, and being in the east line of a called 10-foot drainage easement dedicated in said Hutto Square Commercial Lots, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, with the common line of said Lots 23 and 24, and with the common line of said City of Hutto tract and said Williamson County tract, the following five (5) courses and distances:

1) **S05°40'42"W,** a distance of **280.97** feet to a disturbed 1/2-inch iron rod found for an angle point hereof,
2) **S08°47'04"W,** a distance of **165.24** fee to a 3/8-inch iron rod found for an angle point hereof,
3) **S50°12'36"W,** a distance of **51.90** feet to a 3/8-inch iron rod found for an angle point hereof,
4) **S85°44'08"W,** a distance of **56.46** feet to a 3/8-inch iron rod found for an angle point hereof,
5) **N39°26'52"W,** a distance of **122.95** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

THENCE, leaving the common line of said Lots 23 & 24, with the south line of said Williamson County tract, in part with the north line of said City of Hutto tract, in part with the north line of Lot 14, the Hutto Exchange, a subdivision recorded in Cabinet G, Slides 185-86 (P.R.W.C.T.), and in part with the south line of said Lot 23, **N83°05'40"W,** passing at a distance of 126.51 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Lot 14 and said City of Hutto tract, and being an angle point in the west line of said Lot 23, and continuing for a total distance of **262.86** feet to a 1/2-inch iron rod with "RJ" cap found for the southwest corner hereof, said point being at a corner in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23, from which a chiseled "X" found in concrete at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14 bears, N83°05'40"W, a distance of 5.40 feet;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a 1/2-inch iron rod found at a point of tangency hereof, and
4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for the northwest corner hereof, said point being at the common west corner of said WLD Petersen tract and said Williamson County tract, and being in the west line of said Lot 24;

THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 4.4341 Acres (193,150 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_County tract.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



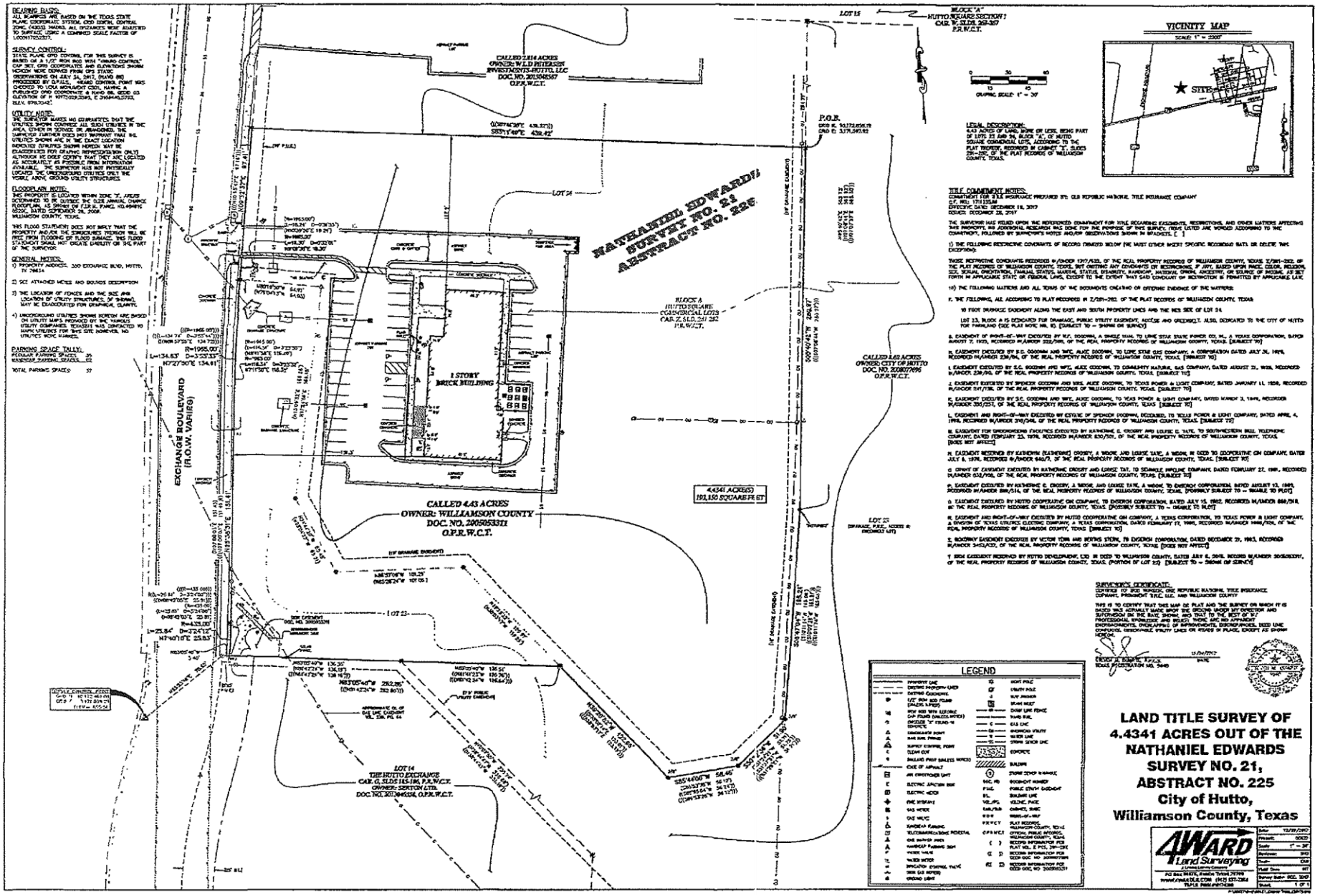

BEARING BASIS:
SURVEY CONTROL:
UTILITY NOTE:
FLOODPLAIN NOTE:
GENERAL NOTES:
PARKING SPACE TALLY:
CALLED 2.814 ACRES
OWNER: W.L.D PETTERSON
INVESTMENTS-HUTTO, LLC
DOC. NO. 2013065557
O.P.R.W.C.T.
LOT 14
LOT 15
LOT 24
LOT 23
BLOCK "A"
HUTTO SQUARE SECTION 1
CAB. 'B' SLIDE 268-269
P.R.W.C.T.
P.O.B.
NATHANIEL EDWARDS SURVEY NO. 21 ABSTRACT NO. 225
BLOCK A
HUTTO SQUARE COMMERCIAL LOTS
CAB. Z SLD. 281-282
P.R.W.C.T.
1 STORY BRICK BUILDING
EXCHANGE BOULEVARD
(R.O.W. VARIES)
CALLED 4.43 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2018078496
O.P.R.W.C.T.
4.4341 ACRES(S)
193,150 SQUARE FEET
CALLED 4.43 ACRES
OWNER: WILLIAMSON COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.
THE HUTTO EXCHANGE
CAB. G, SLIDE 165-166, P.R.W.C.T.
OWNER: SERTON LTD.
DOC. NO. 2013046534, O.P.R.W.C.T.
D.E. PUBLIC UTILITY EASEMENT
D.E. GAS EASEMENT
D.E. DRAINAGE EASEMENT
D.E. WATER EASEMENT
D.E. ACCESS EASEMENT
D.E. SIDEWALK EASEMENT
D.E. LANDSCAPE EASEMENT
D.E. SIGN EASEMENT
D.E. SANITARY SEWER EASEMENT
D.E. TRAFFIC SIGNAL EASEMENT
D.E. STREET LIGHT EASEMENT
D.E. TELEPHONE EASEMENT
D.E. CABLE TV EASEMENT
D.E. ELECTRIC EASEMENT
D.E. FIRE HYDRANT EASEMENT
D.E. WATER METER EASEMENT
D.E. GAS METER EASEMENT
D.E. IRRIGATION CONTROL VALVE EASEMENT
D.E. SIGN EASEMENT
D.E. GROUND LIGHT

EXHIBIT "B"

EXHIBIT "B"

Nathaniel Edwards Survey No. 21, Abstract No. 225

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.5063 ACRE (22,056 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 0.5063 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, with the common line of said Lots 23 and 24, and with the common line of said City of Hutto tract and said Williamson County tract, **S05°40'42"W**, a distance of **50.01** feet to a calculated point for the southeast corner hereof, from which a disturbed 1/2-inch iron rod found at an angle point in the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract bears, S05°40'42"W, a distance of 230.96 feet;

THENCE, leaving the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract, over and across said Lot 24 and said Williamson County tract, **N83°11'49"W**, a distance of **442.80** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being in the west line of said Lot 24 and said Williamson County tract, from which a 1/2-inch iron rod found in the curving east right-of-way line of said Exchange Boulevard, and being the west line of said Williamson County tract, and being at a common west corner of said Lots 23 and 24 bears, S09°32'37"W, a distance of 47.35 feet, and 18.30 feet along the arc of a curve to the left, having a radius of 1,965.00 feet, and a chord which bears S09°09'36"W, a distance of 18.30 feet;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract and said Lot 24, **N09°32'37"E**, a distance of **50.06** feet to a 1/2-inch iron rod with illegible cap found for the northwest corner hereof, said point being at the common west corner of said WLD Petersen tract and said Williamson County tract, from which a 1/2-inch iron rod with illegible cap found at a point of curvature in the east right-of-way line of said Exchange Boulevard, and being the west line of said Lot 24 and said WLD Petersen tract bears, N09°32'37"E, a distance of 188.03 feet;

THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 0.5063 Acre (22,056 Square Feet) of land, more or less.

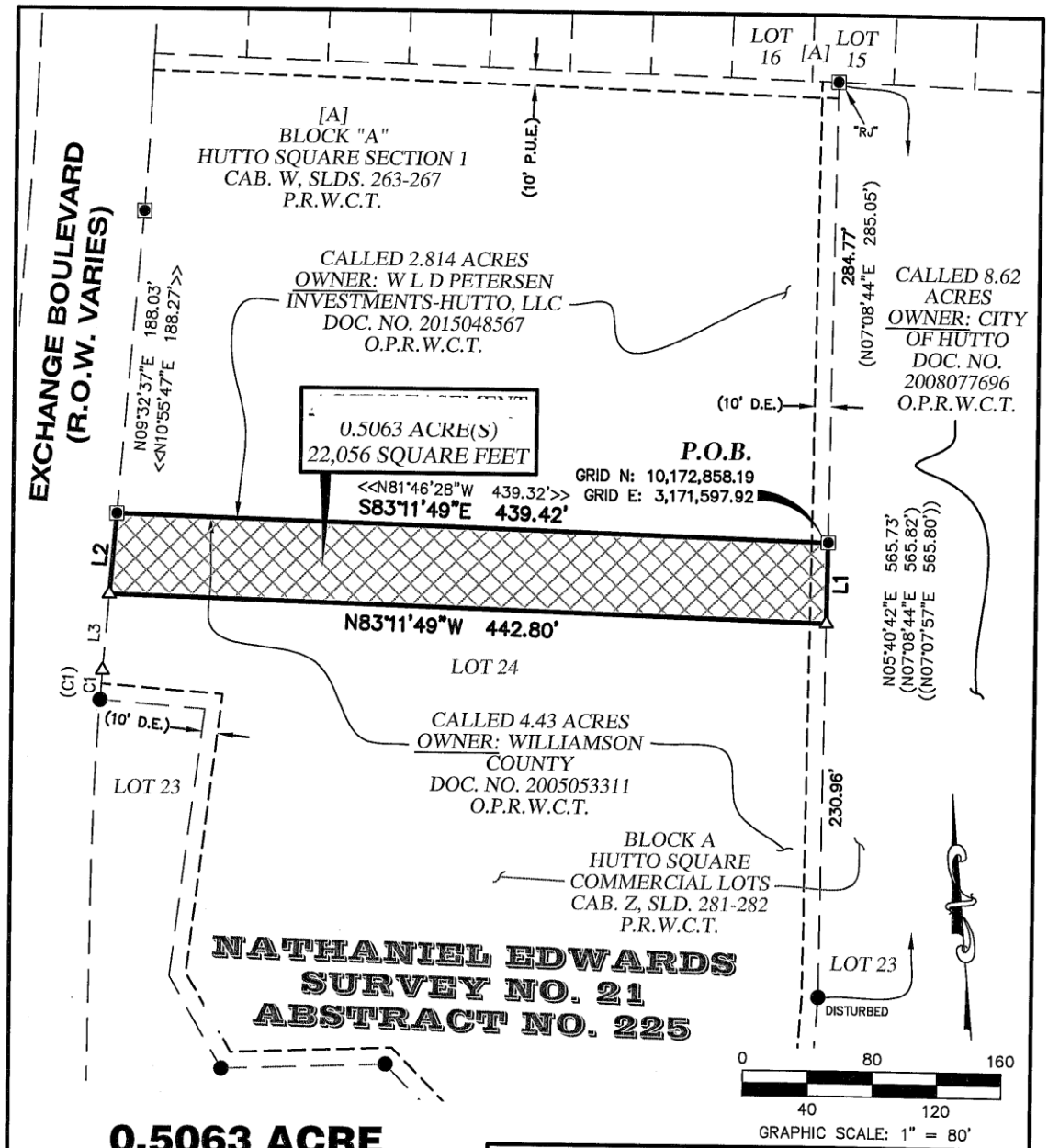
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_access easement.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





0.5063 ACRE

City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◉	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S05°40'42"W	50.01'
L2	N09°32'37"E	50.06'
L3	N09°32'37"E	47.35'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	18.30'	1,965.00'	0°32'01"	S09°09'36"W	18.30'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	[18.24']	[1,965.00']	[0°31'55"]	[S10°39'50"W]	[18.24']

12/29/2017

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

0.5063 ACRE

City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
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Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

Commissioners Court - Regular Session **34.**

Meeting Date: 08/21/2018

Lease Hutto Annex

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Lease Agreement between Williamson County, as lessee, and the 420 US 79, Ltd., as lessor, wherein Williamson County will lease back the Williamson County Hutto Annex property following the conveyance of such property to the City of Hutto; and authorize the County Judge to execute said lease.

Background

In order to assist in the transition and moving of property, offices and items located at the Williamson County Hutto Annex, Williamson County is being given the option to lease back the Williamson County Hutto Annex, at no cost, and may remain at such location until December 15, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto Annex Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Hal Hawes		Started On: 08/15/2018 11:40 AM
Final Approval Date: 08/15/2018		

Temporary Lease

Terms

Effective Date:	September _____, 2018
Landlord:	420 US 79, Ltd.
Landlord's Address:	230 Klattenhoff Lane, Hutto, Texas 78634
Tenant:	County of Williamson County, Texas
Tenant's Address:	350 Exchange Blvd., Hutto, Texas 78634
Premises:	The building, parking lots, and drive aisles, as shown in the attached Exhibit "A", and being known locally as 350 Exchange Blvd., Hutto, Texas
Base Rent (monthly):	$0
Term:	Until December 15, 2018
Commencement Date:	Same as Effective Date
Termination Date:	Earlier to occur of (i) December 15, 2018, or (ii) Tenant vacates the Premises
Security Deposit:	$N/A
Use:	County precinct office

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date. *However, Tenant may vacate the Premises at any time prior to the Termination Date, in which case this Lease shall terminate.*
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for all utility services used by Tenant.
5. Maintain the Premises in the same general condition as of the Commencement Date, and repair any damage caused by Tenant.
6. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured.
7. To the extent allowed by law, indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
8. Vacate the Premises, remove all personal property, and return all keys to the Premises, upon termination of this Lease.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than that stated in the Lease.
2. Alter the Premises.

3. Allow a lien to be placed on the Premises.
4. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Maintain normal utility service connections to the building.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Default by Landlord*. Defaults by Landlord are failing to comply with any provision of this Lease within 10 days after written notice.
2. *Default by Landlord/Tenant's Remedies*. Tenant's remedies for Landlord's default are all remedies available at law.
3. *Default by Tenant*. Defaults by Tenant are failing to comply with any provision of this Lease within 10 days after written notice.
4. *Default by Tenant/Landlord's Remedies*. Landlord's remedies for Tenant's default are all remedies available at law.
5. *Holdover***.** If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
6. *Attorney's Fees*. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Venue*. Venue is in the county in which the Premises are located.
8. *Entire Agreement*. This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
9. *Amendment of Lease*. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
10. *Limitation of Warranties*. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
11. *Notices*. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid,

certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. *Abandoned Property*. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

13. *Tenant acknowledges that following vacation of the Premises, it is Landlord's intention to demolish the building and incorporate the Premises into the adjacent Hutto Co-op development. Therefore, Tenant acknowledges that Landlord may enter onto the outside Premises for purposes of surveying, testing, and other pre-development activity, so long as such activity does not interfere with Tenant's use of the building, or necessary parking. Landlord may enter inside the Premises only during normal working hours, and upon at least 48 hours notice to Landlord.*

LANDLORD:

420 US 79, Ltd.,
a Texas limited partnership

By: 420 US 79 GP, LLC,
a Texas limited liability company,
Its general partner

By: BCP GP, LLC,
a Texas limited liability company,
Its Managing Member

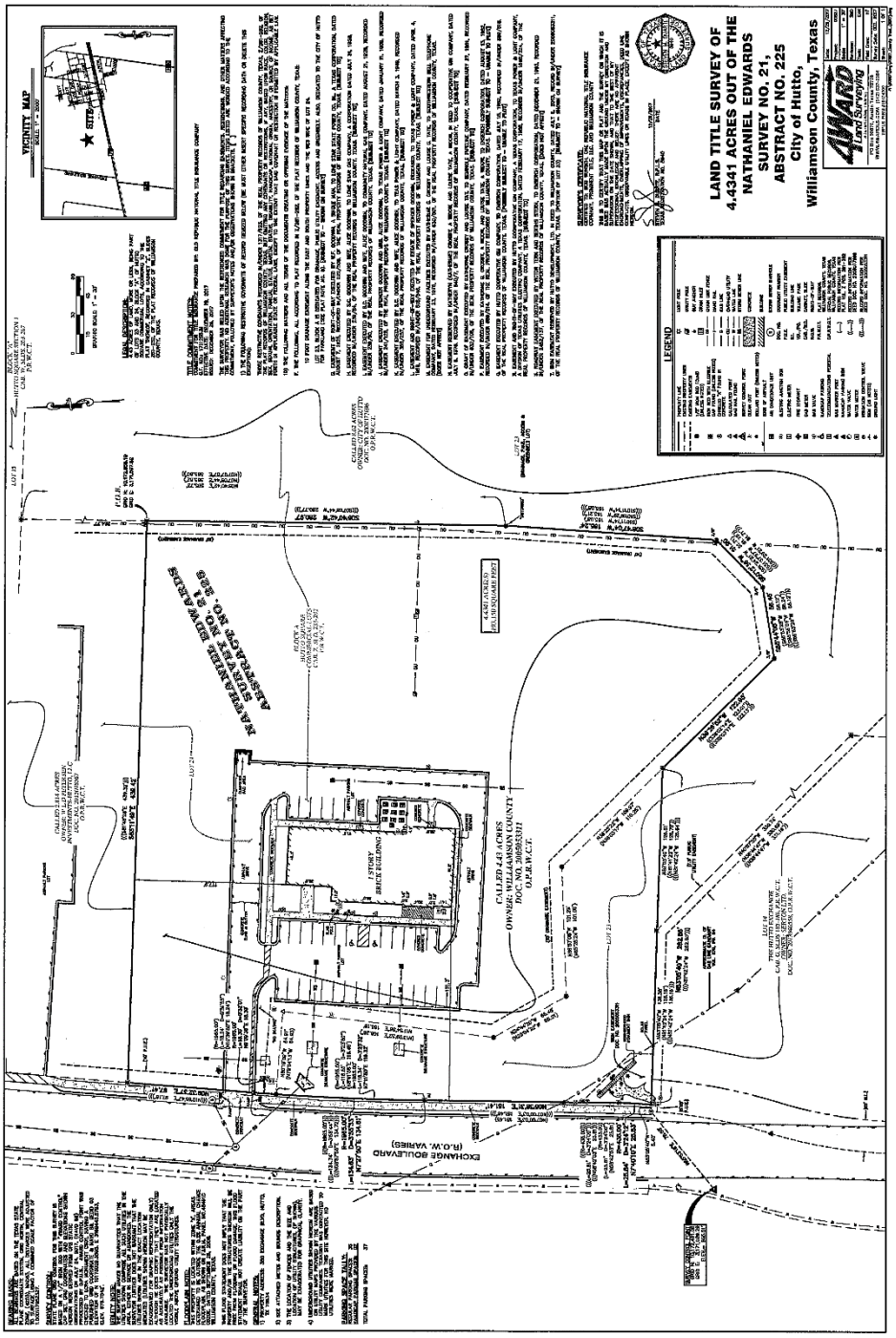
By:_____
Edward S. Butler, Sole Member

TENANT:

COUNTY OF WILLIAMSON COUNTY, TEXAS

By:_____
Name:_____
Title:_____

EXHIIBT “A”


LAND TITLE SURVEY OF
4.4341 ACRES OUT OF THE
NATHANIEL EDWARDS
SURVEY NO. 21,
ABSTRACT NO. 225
City of Hutto,
Williamson County, Texas
AWARD Land Surveying
VICINITY MAP
LEGEND
NATHANIEL EDWARDS SURVEY NO. 21 ABSTRACT NO. 225
EXCHANGE BOULEVARD (R.O.W. VARIES)
CALLED 4.43 ACRES
OWNER: WILLIAMSON COUNTY
ROAD & BRIDGE DEPT.
O.P.R.W.C.T.
4.4341 ACRES
(CALCULATED)
1 STORY
BRICK BUILDING
CALLED 13.844 ACRES
OWNER: HUTTO RETAIL LLC
DOC. NO. 2021111111
O.P.R.W.C.T.
CALLED 4.4341 ACRES
OWNER: HUTTO SQUARE DEVELOPMENT, LTD.

Commissioners Court - Regular Session **35.**

Meeting Date: 08/21/2018

Condo Leae

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Lease Agreement between Williamson County, as lessor, and the City of Hutto, as lessee, wherein Williamson County will lease back Unit 200 of Hutto 321 Office Condominiums to the City of Hutto in order to allow it to store personal property within such area until November 15, 2018; and authorize the County Judge to execute said lease.

Background

In order to assist in Hutto's transition and moving of property, offices and items located in Unit 200 of Hutto 321 Office Condominiums, Williamson County is being asked to lease back Unit 200 of Hutto 321 Office Condominiums, at no cost, to Hutto following the County's purchase of such unit. The lease period would be until November 15, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Condo Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Hal Hawes		Started On: 08/15/2018 11:41 AM
Final Approval Date: 08/15/2018		

8/10/18
ML

Temporary Lease

Terms

Effective Date:	September _____, 2018
Landlord:	County of Williamson, Texas
Landlord's Address:	350 Exchange Blvd., Hutto, Texas 78634
Tenant:	City of Hutto, Texas
Tenant's Address:	401 W. Front Street, Hutto, Texas 78634
Premises:	Unit 200 of Hutto 321 Office Condominiums, a condominium regime to the City of Hutto, Williamson County, Texas, according to Document No. 2008078084 recorded in the Official Public Records of Williamson County, Texas.
Base Rent (monthly):	$0
Term:	Until November 15, 2018
Commencement Date:	Same as Effective Date
Termination Date:	Earlier to occur of (i) November 15, 2018, or (ii) Tenant vacates the Premises
Security Deposit:	$N/A
Use:	Office and storage

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date. *However, Tenant may vacate the Premises at any time prior to the Termination Date, in which case this Lease shall terminate.*
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for all utility services used by Tenant.
5. Maintain the Premises in the same general condition as of the Commencement Date, and repair any damage caused by Tenant.
6. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured.
7. To the extent allowed by law, indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant’s use of the Premises.
8. Vacate the Premises, remove all personal property, and return all keys to the Premises, upon termination of this Lease.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than that stated in the Lease.
2. Alter the Premises.
3. Allow a lien to be placed on the Premises.
4. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Maintain normal utility service connections to the building.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Default by Landlord*. Defaults by Landlord are failing to comply with any provision of this Lease within 10 days after written notice.
2. *Default by Landlord/Tenant's Remedies*. Tenant's remedies for Landlord's default are all remedies available at law.
3. *Default by Tenant*. Defaults by Tenant are failing to comply with any provision of this Lease within 10 days after written notice.
4. *Default by Tenant/Landlord's Remedies*. Landlord's remedies for Tenant's default are all remedies available at law.
5. ***Holdover.*** If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
6. *Attorney's Fees*. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Venue*. Venue is in the county in which the Premises are located.
8. *Entire Agreement*. This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
9. *Amendment of Lease*. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
10. *Limitation of Warranties*. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

11. *Notices*. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. *Abandoned Property*. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

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LANDLORD:

COUNTY OF WILLIAMSON COUNTY, TEXAS

By:_____
Name:_____
Title:_____

TENANT:

CITY OF HUTTO, TEXAS

By:_____
Name:_____
Title:_____

Commissioners Court - Regular Session **36.**

Meeting Date: 08/21/2018

Edward Byrne Memorial Justice Assistance Grant Program for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Sheriff's Office applying for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation.

Background

The Sheriff's Office is seeking to apply for approximately $3,600.00 through the Edward Byrne Memorial JAG Program for the Junior Deputy Academy program. This program offers children ages 9-14 with an interest in law enforcement the opportunity to have hands-on experience within the Sheriff's Office. The junior cadets will have four days to investigate mock crime scenes, collect evidence, tour the Sheriff's Office and County jail, and receive first aid training. These funds will provide needed supplies for 130 students attending during the summer of 2019.

The FBI is implementing the National Incident-Based Reporting System (NIBRS) and all agencies must meet their 2021 compliance deadline. Because of this deadline, all JAG applicants not currently certified as NIBRS compliant by their state or the FBI must dedicate three percent of their JAG award towards this certification. We will not be certified as NIBRS compliant by the application due date, so approximately $110.00 of the total amount requested will be used specifically towards certification expenses.

This grant requires no resolution or match. If we are awarded the grant, three certifications will be required prior to receiving funds and will be presented to the court at that time.

Staff recommends the following action: Approve to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation and authorize appropriate county department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Starla Hall		Started On: 08/15/2018 04:27 PM
Final Approval Date: 08/16/2018		

Grant Title/Project Name:	Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2018 Local Solicitation/Junior Deputy Academy
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	3/1/2019
End Date:	8/31/2019
Please select request category:	Youth Education Event
Describe the request category in detail to include all requirements.	This program offers children ages 9-14 with an interest in law enforcement the opportunity to have hands-on experience within the Sheriff's Office. The junior cadets will have four days to investigate mock crime scenes, collect evidence, tour the Sheriff's Office and county jail, and receive first aid training. These funds will provide needed supplies for 130 students attending during the summer of 2019.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$3,600.00
Please provide a breakdown of the total cost above.	The amount requested will provide supplies used throughout the event, including: storage bins, ice chests, ID cards, nametags, fingerprinting supplies, t-shirts, certificate supplies, reusable water bottles, balloons, and wristbands. Because we will not be certified as NIBRS compliant prior to the application deadline, approximately $110.00 of the total amount requested will be used specifically towards certification expenses.
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%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
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?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	

Does this asset require insurance coverage?	
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.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
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?	NA
How is this item request different from any similar assets currently in the County and/or region?	NA
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	The items being requested are primarily consumable items that will need to be replenished for each Junior Deputy Academy.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	Approximately 3 county employees will attend the entire academy. Approximately 15 employees will make short presentations during the event. Volunteers will be utilized throughout the event.
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	NA
Where will the item be stored?	NA
What is the useful life of the item?	These supplies will be used only during the 2019 Junior Deputy Academy. Should any be left over, they can be stored for the 2020 academy.
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?	No
Will this item require any form of licensing?	No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No
How will this item be funded when the grant ends?	Funds for FY 2019/2020 will be requested through the normal budget process and, if denied, grants will be pursued.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The request for funding this program through our FY 2018/2019 budget was denied, so this will have no effect on the current budget.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NA
What is the cost and frequency to maintain/update the additional equipment?	NA
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
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	6
Attachments	False
Created	8/16/2018 9:06 AM
Created By	Dana Foster
Modified	8/16/2018 9:06 AM
Modified By	Dana Foster

Commissioners Court - Regular Session **37.**

Meeting Date: 08/21/2018

Title IV-E Contract Renewal

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving renewal of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.

Background

This contract enables the County to be reimbursed for legal services provided in connection with Texas Department of Protective Services cases that fall under Title IV-E federal funding. This is a renewal of a contract in place for many years, and has been reviewed and approved by Stan Springerley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Melanie Denny		Started On: 08/16/2018 08:18 AM
Final Approval Date: 08/16/2018		

COUNTY CHILD WELFARE SERVICES
NON-FINANCIAL AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS), and the Commissioners' Court of Williamson County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

II. AGREEMENT TERM.

This Agreement starts on October 1, 2018, and ends on September 30, 2025 unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

III. COUNTY RESPONSIBILITIES.

The County agrees:

A. To establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005.

B. That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.

1. Initially members will be appointed to serve the following terms:
   a. Third of the members to three-year terms;
   b. Third of the members to two-year terms; and
   c. Third of the members to one-year terms.
2. In successive years, from two to five new members will be appointed.
3. Members will serve at the pleasure of the Commissioners Court and without compensation.

C. To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.

D. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

IV. BOARD RESPONSIBILITIES.

DFPS and the County agree that the Board will have the following responsibilities.

A. Assist the DFPS in identifying and meeting the needs of the children in the County.

B. Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.

C. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this Agreement.

V. DFPS RESPONSIBILITIES.

DFPS agrees:

A. To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.

B. To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

VI. GENERAL TERMS AND CONDITIONS.

DFPS, County and the Board agree to comply with the following.

A. Amendments.

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

B. Termination.

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

C. Background Checks and Removal.

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business

days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

D. Confidential Information.

1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
    a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
    b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
    c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
    d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
    e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
    f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2~~,~~ 42 CFR Part 2;
    g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
    h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
    i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
    j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
    k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
    l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
    m. Texas Public Information Act, Texas Government Code Chapter 552;
    n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
    o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.

4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
   a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
   b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
   c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

E. Records Retention.

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.
2. **COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.**

F. Anti-Discrimination.

1. County agrees to comply with state and federal anti-discrimination laws, including:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
   b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
   c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
   d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
   e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
   f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
   g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications.
5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.
6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and procedures.
7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

   HHSC Civil Rights Office
   701 W. 51st Street, Mail Code W206
   Austin, Texas 78751
   Phone Toll Free: (888) 388-6332
   Phone: (512) 438-4313
   TTY Toll Free: (877) 432-7232
   Fax: (512) 438-5885

COUNTY CHILD WELFARE SERVICES
NON-FINANCIAL AGREEMENT

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party

Texas Department of Family and Protective Services

Signature
Printed Name: Kristene Blackstone
Printed Title: Associate Commissioner CPS

Date

Williamson County

Signature
Printed Name: Dan A. Gattis
Printed Title: County Judge

Date

Commissioners Court - Regular Session **38.**

Meeting Date: 08/21/2018

Discuss consider and take appropriate action on Salary Contribution Agreement with Texas A&M AgriLife Extension Service

Submitted By: Pamela Ward, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on Salary Contribution Agreement with Texas A&M AgriLife Extension Service

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Contribution Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/03/2018 11:06 AM
Form Started By: Pamela Ward		Started On: 08/03/2018 10:47 AM
Final Approval Date: 08/03/2018		

TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2018, and ending September 30, 2019. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $112,080.00 plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) plus county merit/COLA increases approved by the Williamson County Commissioners Court, for the term of this Agreement.

B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party' funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, 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. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis
Williamson County Judge

Date: _____ _____, 20_____

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: C. Parr Rosson

Printed Name: Parr Rosson

Title: Interim Director

Date: July 12, 2018

Commissioners Court - Regular Session **39.**

Meeting Date: 08/21/2018

Fees

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action with regards to State of Texas Department of Public Safety's continued utilization of the County's Radio Communication Systems (RCS).

Background

In 2017 the Williamson County RCS was approached by the State of Texas Department of Public Safety (DPS) with an offer of in-kind in the form of a vacated communications shelter located at the DPS Florence Training Facility. The in-kind value was established at 260K. After group discussions with the RCS they concluded that in-kind offers, although generous, are a “one time” contribution with a service anticipation coupled with O&M, that would exhaust the value of in-kind being offered over a period of time. In line with the attempts of a contract negotiation, the RCS polled the City of Austin for utilization reports for any talk groups utilized on the WILCO layer associated with the DPS ID range. Up and to this point of inquiry the Williamson County RCS and its management team were under the impression that DPS’s use of the County’s layer was restricted to the Regional Interop channeling provided by GATRRS (the Greater Austin Travis Co. Regional Radio System). Reports later revealed that DPS was a high utilizer of the County’s system and they also were facilitating the County network for their own talk groups activated by the City of Austin on the radio system. It was also discovered that the primary utilization of our footprint was used by the state to conduct their day to day business back to the Austin capital dispatch. Logistically none of this usage was being accounted for or tracked by the WILCO System Manager, nor was their high utilization being viewed as part of the Lifecycle expansions of the system. Up until this point DPS has always maintained a sponsorship which covered their RCS fees via County general fund, accounted for under 0560/ 0562 Williamson County Sheriff’s office budget. For many years Williamson County not only sponsored the states fees but also until 2012-2014 the County also purchased and provided the states radios for troopers and Rangers assigned to Williamson County. In 2012 the state funded their own radio replacement and the WILCO units were returned over a course of 3 years. However, the Williamson County Sheriff’s office continued to sponsor their declared amount of DPS users assigned to the WILCO layer (Troopers and rangers were reported to have 80 radios) billed at a rate of $28.18 per month per unit. The 0560/ 0562 budgets have been supplementing the state for many years now with their current sponsorship at $27,052.80. After further review of system usage reports the utilization being captured was far more than 80 radios. It has now been discovered that DPS has 224 radios actively working on the County’s layer which would equate to $75,747.84, of usage on the system. Even at 224 radios the meta data provided from the usage reports indicates even a higher utilization, the 224 number now provided by DPS does not include transient traffic or influx usage at their training facility.

Earlier this year negotiating deadlines were missed to solidify a use agreement for the Florence Training Facility shelter. RCS conducted numerous discussions on the states usage and the City of Austin was also consulted about the unauthorized talk groups and usage on the layer. Several months later, the City of Austin formulated a response to the inquiry. They could not produce any agreement or written authorization between Williamson County and DPS, but they did produce emails where discussions were had on the topic. Somewhere between the discussions (which date back to 2008) and the states purchase of their own radios, Austin activated these talk groups for DPS on the WILCO layer. The RCS initiated a written request for deactivation of the talk groups in the middle of April. Along with this request, the Board enacted a policy memo to the City of Austin clearly defining that all users on the system will be held accountable for service fees. The policy memo also clarified who has the authority to activate talk groups on the WILCO layer.

Since that time we have paused our request for deactivation to afford conversations with DPS on how to rectify this, usage. A meeting was conducted between DPS and WC RCS and about the state paying their own fees and they were adamant they won’t pay subscriber fees and they would fall back on their own VHF in WILCO. Since that

meeting with RCS, the board has met in a workshop forum to deep dive the DPS usage. From this discussion the room consensus was “fair and equal across the board” for all agencies. Everyone is welcomed and afforded Regional Interop Channeling, and through Talk group authorization letters agencies could share their talk groups, however creation and use of personal talk groups equates to payment for use on the system. The precedence of our actions with this one agency will set the tone and precedence for the rest of the state agencies. Currently the Williamson County Sheriff’s office sponsors other state agencies like TX Parks and Wildlife, TABC, TSCRA, & Core of Engineers. Much like DPS these state agencies are also being afforded radio units purchased by the state, however the state did not plan or create a plan to supplement the system owners for their use, their own State strategic plans outlines their intent, which is to leverage the radio systems within the state of Texas for communications under a systems of systems concept.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Rebecca Clemons		Started On: 08/15/2018 04:49 PM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **40.**

Meeting Date: 08/21/2018

FY 19 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2018-2019 Budget.

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: Ashlie Koenig		Started On: 07/25/2018 10:59 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **41.**

Meeting Date: 08/21/2018

Hearing for County Clerk's Record Archive Fund

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018-2019 County Clerk's Records Archive Fund for September 11, 2018 at 10:00am.

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	07/30/2018 12:57 PM
Form Started By: Sarah Crain		Started On: 07/26/2018 02:36 PM
Final Approval Date: 07/30/2018		

Commissioners Court - Regular Session **42.**

Meeting Date: 08/21/2018

Hearing for District Clerk's Records Technology Fund

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018-2019 District Clerk's Records Technology Fund for September 11, 2018 at 10:15 am.

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	07/30/2018 12:57 PM
Form Started By: Sarah Crain		Started On: 07/26/2018 02:40 PM
Final Approval Date: 07/30/2018		

Commissioners Court - Regular Session **43.**

Meeting Date: 08/21/2018

Hearing for District Clerk's Plan/Fund

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018-2019 District Clerk's Technology Plan/Fund for September 11, 2018 at 10:30 am.

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	07/30/2018 12:57 PM
Form Started By: Sarah Crain		Started On: 07/26/2018 02:45 PM
Final Approval Date: 07/30/2018		

Commissioners Court - Regular Session **44.**

Meeting Date: 08/21/2018

Supplemental Pay Request Sheriff's Office

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on considering a request by the Sheriff's Office to add the following pay supplements: on-call pay for LE and Corrections, shift differential pay and bi-lingual pay for LE and civilian employees.

Background

Details attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SO Bi-Lingual

SO Bi-lingual Civ

SO On-call

SO Shift DIfferential

SO OnCall2

Supplemental Pay

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:32 PM
Form Started By: Tara Raymore		Started On: 08/14/2018 03:04 PM
Final Approval Date: 08/15/2018		

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Commissioners Court - Regular Session **45.**

Meeting Date: 08/21/2018

Supplemental Pay Request Building Maintenance

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on considering a request by Building Maintenance to add the following pay supplements: on-call pay.

Background

Details attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Building Maintenance On-call

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/14/2018 03:20 PM
Form Started By: Tara Raymore		Started On: 08/14/2018 03:12 PM
Final Approval Date: 08/14/2018		

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Commissioners Court - Regular Session **46.**

Meeting Date: 08/21/2018

Supplemental Pay Request Hazmat/Fire Marshall's Office

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on considering a request by the Hazmat/Fire Marshall's Office to add the following pay supplements: on-call pay.

Background

Details attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hazmat On-call

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/14/2018 03:21 PM
Form Started By: Tara Raymore		Started On: 08/14/2018 03:18 PM
Final Approval Date: 08/14/2018		

Supplemental Pay Request Form

Department Name: _____

Reason for supplemental pay:

Number of employees to receive supplemental pay:

Amount: $_____ per _____

Annual cost: $_____

Commissioners Court - Regular Session **47.**

Meeting Date: 08/21/2018

Awarding RFQ # 1706-171 A/E Inner Loop Annex

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ # 1706-171 A/E Williamson County Inner Loop Annex Renovations to the most qualified respondent KGA Architecture and authorizing execution of the Professional Services Agreement and related Work Authorizations.

Background

Purchasing solicited sealed statements of qualifications for A/E Services related to the Williamson County Inner Loop Annex Renovation Project. Four (4) responses were received and evaluated by the evaluation committee. After the initial evaluations two (2) respondents were selected for interviews. Interviews were held and the respondents were again evaluated. KGA Architecture was selected by the evaluation committee to begin contract negotiations. Negotiations were held and an agreement was developed with a not to exceed amount of $950,000.00 related projects will be assigned by work authorization. Funding Source P434.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation Sheet

Interview Evaluation

PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/16/2018 11:52 AM
County Judge Exec Asst.	Wendy Coco	08/16/2018 02:27 PM
Form Started By: Thomas Skiles		Started On: 08/08/2018 08:27 AM
Final Approval Date: 08/16/2018		

A/E Williamson County Inner Loop Annex Renovations
RFQ 1706-171 Evaluations

	Maximum Score Points	1 Burns Architecture, LLC	2 KGA Architecture	3 Parkhill, Smith Cooper, Inc.	4 Reliance Architecture
Architect's proposed staff experience/qualifications 1. Experience/Qualifications with similar facility components 2. Experience in Central Texas or similar conditions.	**40**	30	35	35	28
Structural Experience/Qualifications 1. Experience/Qualifications with similar facility components 2. Experience in Central Texas or similar conditions	**10**	9	9	9	9
HVAC and Electrical Experience 1. Experience/Qualifications with similar facility components 2. Experience in Central Texas	**15**	15	14	14	15
Project Manager Experience/Qualifications (The project manager is the individual that will be at all meetings with the County staff and is in daily responsible charge of the project). 1. Experience/Qualifications with similar facility components 2. Experience in Central Texas or similar conditions.	**15**	10	14	14	9
TOTAL	**80**	**64**	**72**	**72**	**61**

INTERVIEW EVALUATION - Williamson County Inner Loop Annex Renovations Architectural/Engineering Services
RFQ 1706-171
September 18, 2017

Mandatory Criteria	Maximum Score Points	KGA Architecture	Parkhill, Smith & Cooper
Architect's (staff assigned to project) experience with projects of similar scope	**25**	24	24
Architect's Project Teams current work load and availability for project	**15**	13	13
Architect's (staff assigned to project) experience with fire suppression systems for office buildings, bulk paper storage in warehouses and computer equipment operational areas	**15**	13	13
MEP Engineer's (in house or sub) ability to design an economical to install and maintain HVAC system	**15**	13	13
Structural Engineer's experience	**15**	14	14
Understanding of Project	**15**	14	12
TOTAL	**100**	**91**	**89**

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County", and KGA Architecture, hereinafter "A/E".

RECITALS

The County intends to C**onstruct and Renovate County Facilities Including the Williamson County Inner Loop Annex**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA);
B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
C. Americans with Disabilities Act (ADA) Regulations;
D. International Building Code, current edition as updated
E. National Electrical Code, latest edition;
F. Williamson County Design Criteria & Project Development Manual, latest

edition; and

G. All other local, state and federal documents, codes and regulations to which the Project must comply.

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or A/E any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ARCHITECTURAL AND ENGINEERING SERVICES

A/E shall perform Architectural and Engineering Services as identified in **Exhibit B** entitled "Architectural and Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the A/E to perform one or more tasks of the Architectural and Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and A/E of all Architectural and Engineering Services and a fee amount agreed upon by the County and A/E. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the A/E's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The A/E shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Architectural

and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The A/E is expected to complete the Architectural and Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If A/E does not perform the Architectural and Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Architectural and Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Architectural and Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. A/E shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Architectural and Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. A/E acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Architectural and Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, A/E shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Architectural and Engineering Services required under this Contract in a professional manner.

C. Commencement of Architectural and **Engineering Services.** After execution of this Contract, A/E shall not proceed with Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and A/E agrees to accept up to the amount shown below as full compensation for the Architectural and Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Architectural and Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Nine hundred fifty thousand and no/100 Dollars ($950,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Architectural and Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Architectural and Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then A/E shall receive compensation for only actual fees and costs of the Architectural and Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Architectural and Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

A/E shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Architectural and Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Architectural and Engineering Services shall be an absolute condition of payment.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to A/E shall be made while Architectural and Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, A/E shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by

staff persons with a description of the work performed by such persons. For Additional Architectural and Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Architectural and Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Architectural and Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Architectural and Engineering Services performed. A/E has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve A/E of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between A/E and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Architectural and Engineering Services performed which causes the payment to be late; or

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

The A/E shall not proceed with any task of the Architectural and Engineering Services until A/E has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Architectural and Engineering Services. The County shall not be responsible for work performed or costs incurred by A/E related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. A/E shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless

[b] *See* Art. 6, *supra.*

otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Contract is as follows:

KGA Architecture
Attn: Rick Romito
1701 Directors Blvd, Suite 770
Austin, TX 78744

A/E shall have the right, from time to time, to change the A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by A/E under this Contract, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of A/E.

ARTICLE 10
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Architectural and Engineering Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Architectural and Engineering Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Architectural and Engineering Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Architectural and Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Architectural and Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Architectural and Engineering

Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Architectural and Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Architectural and Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Architectural and Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, A/E shall have the option of terminating this Contract and, in the event, A/E shall be compensated for all Architectural and Engineering Services performed and reimbursable expenses incurred, provided such Architectural and Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Architectural and Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Architectural and Engineering Services performed or costs incurred prior to the date authorized by County for A/E to begin Architectural and Engineering Services, and/or during periods when Architectural and Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES

If A/E forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Architectural and Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Architectural and Engineering Services, County shall so advise A/E and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Architectural and Engineering Services must be set forth in such Contract Amendment. A/E shall not perform any proposed Additional Architectural and Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Architectural and Engineering Services, a written Work Authorization, which sets

forth the Additional Architectural and Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by A/E nor for any costs incurred by A/E relating to Additional Architectural and Engineering Services not directly associated with the performance of the Architectural and Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ARCHITECTURAL AND ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Architectural and Engineering Services or parts thereof which involve changes to the original Architectural and Engineering Services or character of Architectural and Engineering Services under this Contract, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Architectural and Engineering Services and paid for as specified under Article 12.

A/E shall make revisions to Architectural and Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Architectural and Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Architectural and Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Architectural and Engineering Work Products") prepared by A/E and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Contract and in confirmation of the fee for services to be paid under

this Contract, A/E hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, A/E or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Contract, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. A/E shall obtain similar permission from A/E's subcontractors/subconsultants consistent with this Contract. If and upon the date A/E is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Architectural and Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Architectural and Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Architectural and Architectural and Engineering Work Products shall be at County's sole risk and without liability to A/E and its A/E.

Prior to A/E providing to County any Architectural and Engineering Work Products in electronic form or County providing to A/E any electronic data for incorporation into the Architectural and Engineering Work Products, County and A/E shall by separate written contract set forth the specific conditions governing the format of such Architectural and Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by A/E for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other A/E subsequent to the completion of the Project. Any such change shall be sealed by the A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Architectural and Engineering Services, and adequate and sufficient personnel and equipment to perform the Architectural and Engineering Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Architectural and Engineering Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Architectural and Engineering Services required under this Contract, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

A/E shall not assign, subcontract or transfer any portion of the Architectural and Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve A/E of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ARCHITECTURAL AND ENGINEERING SERVICES

A/E's Architectural and Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Architectural and Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Architectural and Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify A/E and County's technical review process will begin.

If the submission is not Complete, County shall notify A/E , who shall perform such professional services as are required to complete the Architectural and Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Architectural and Engineering Services for compliance with this Contract. If necessary, the completed Architectural and Engineering Services shall be returned to A/E , who shall perform any required Architectural and Engineering Services and resubmit it to County. This process shall be repeated until the Architectural and Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Architectural and Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, A/E shall, without additional compensation, perform any work required as a result of A/E's development of the work which is found to be in error or omission due to A/E's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Architectural and Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of A/E's Architectural and Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on A/E , subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on A/E . **A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE** A/E **BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE A/E'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Contract, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E .

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to A/E , as a consequence of failure by A/E to perform the Architectural and Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of A/E , upon not less than thirty (30) days' written notice to A/E .

E. By satisfactory completion of all Architectural and Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E . In determining the value of the Architectural and Engineering Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Architectural and Engineering Services at termination will be based on a percentage of the Architectural and Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If A/E defaults in the performance of this Contract or if County terminates this Contract for fault on the part of A/E , then County shall give consideration to the actual costs incurred by A/E in performing the Architectural and Engineering Services to the date of default, the amount of Architectural and Engineering Services required which was satisfactorily completed to date of default, the value of the Architectural and Engineering Services which are usable to County, the cost to County of employing another firm to complete the Architectural and Engineering Services required and the time required to do so, and other factors which affect the value to County of the Architectural and Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of A/E to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Architectural and Engineering Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Architectural and Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of his/her/its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Architectural and Engineering Services contracted for herein.

B. Taxes. A/E will pay all taxes, if any, required by law arising by virtue of the Architectural and Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E , A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E , ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E , ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
A/E'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of his/her/its Architectural and Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL SEALS

The responsible architect and engineer shall sign, seal and date all appropriate submissions to County in accordance with the rules of the Texas Board of Architectural Examiners and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

A/E must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. A/E , at A/E's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E r is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E 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, A/E 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 A/E 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder,** A/E **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 A/E, 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 A/E, A/E shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Director of Facilities
   3101 SE Inner Loop
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by A/E for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Architectural and Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly

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

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: **KGA Architecture**
Attn: Rick Romito
1701 Directors Blvd, Suite 770
Austin, TX 78744

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Architectural and Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. A/E shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in

accordance with the terms of this Contract and the A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional architectural and engineering, consulting and related services performed or furnished by A/E and its employees under this Contract will be the care and skill ordinarily used by members of A/E's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional A/E . However, since A/E A/E has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after A/E 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 A/E), whether or not it results from or involves any action or failure to act by the A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Contract, the A/E 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 A/E shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the A/E , 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 A/E's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. A/E

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by A/E 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 A/E .

P. Termination of Work Authorization. Should it be determined that the progress in the production of A/E's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the A/E to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, A/E , for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The A/E shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from

time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The A/E , with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The A/E shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the A/E for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the A/E r of the A/E's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The A/E shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the A/E shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the A/E's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the A/E under the contract until the A/E r complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The A/E shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The A/E shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the A/E may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the A/E may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has A/E , signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

A/E

KGA Architecture

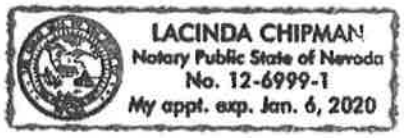
By _____

Printed Name: Richard Romito

Title: Partner

Date: August 7, 2018

SUBSCRIBED and sworn to before me the undersigned authority by Richard Romito, the Partner of A/E, on behalf of said firm.



Lacinda Chipman
Notary Public in and for the
State of Nevada

My commission expires: 1-6-2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Architectural and Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/Eand its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

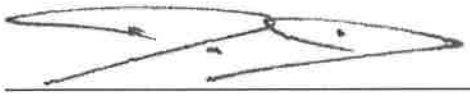
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

KGA Architecture
Name of Firm



Signature of Certifying Official

Richard Romito
Printed Name of Certifying Official

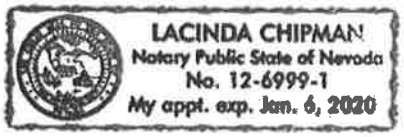
Partner
Title of Certifying Official

August 7, 2018
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Richard Romito, the Partner of A/E, on behalf of said firm.



Lacinda Chipman
Notary Public in and for the
State of Nevada

My commission expires: 1-6-2020

EXHIBIT B

ARCHITECTURAL AND ENGINEERING SERVICES

General:

Provide Architectural and Engineering services for the planning, design and construction administration (including bid phase support) for various Williamson County facilities including the Inner Loop Annex.

Detailed scopes of services shall be defined in each Work Authorization.

EXHIBIT D

RATE SCHEDULE

KGA ARCHITECTURE	Architecture	
Raw Cost Multiplier:	2.7	
Position	Name	Billing Rate
Senior Partner	Richard Romito	$ 292.06
Senior Partner	James C. Lord II	$ 292.06
Partner-in-Charge	Luma Jaffar	$ 158.36
Project Manager	Lisa A Shockey	$ 85.73
Project Coordinator	Rogelio A Martinez	$ 81.78
Project Coordinator	Charles H Dolese	$ 71.55
Designer	Mohammed Kattan	$ 56.03
Designer	Leonel Sanchez	$ 58.05
Designer	Jaime J Negron Perez	$ 54.00
Designer	Jeffrey D Harris	$ 56.70
Designer	Christine Bui	$ 59.40
Designer	Samuel M Butler	$ 45.90
Accounting Manager	Lacinda Chipman	$ 96.07
Accountant	Joyce I Clark	$ 56.03
Administration Manager	Wanda Willett	$ 86.97
Administration	Jennifer L Clark	$ 57.38
Administration	Santos Prieto	$ 59.40
Clerical	Theresa Lynch	$ 47.93

AGNEW ASSOCIATES	MEP Engineering	
Raw Cost Multiplier:	2.8	
Position	Name	Billing Rate
Principal/Mech Engineer	Donald Smith, P.E.	$170.00
Electrical Engineer	James A. Holloway, P.E.	$125.00
Graduate Engineer	Emmanuel Olukotun	$100.00
Designer	Boni Sledge	$85.00
Support	Wanda L. Childress	$55.00

AG&E STRUCTURAL ENGENUITY	Structural Engineering	
Raw Cost Multiplier:	3.0	
Position	Name	Billing Rate
Principal in Charge	Confidential Employee A	$201.94
Senior Project Manager	Confidential Employee B	$150.00
QA/QC Review Engineer	Confidential Employee C	$147.84
Project Engineer	Confidential Employee D	$108.19
QA/QC Review BIM Technician	Confidential Employee E	$121.17
BIM Technician	Confidential Employee F	$90.87

CUNNINGHAM-ALLEN	Civil Engineering	
Raw Cost Multiplier:	2.8	
Position	Name	Billing Rate
Principal	Bob Allen PE RPLS,	$250.00
Principal	Tony Shaleesh PE CFM	$250.00
Associate	Elias Haddad PE	$195.00
Senior Project Manager	Sean Friend PE	$175.00
Senior Project Engineer	Curtis Morriss PE	$150.00
Project Engineer	Sharon Teague PE	$140.00
Graduate Engineer II	Tevin Dial, EIT	$120.00
Senior Engineering Designer/Planner	Paul Thomas	$135.00
Senior Engineering Designer	Brian Green	$125.00
Engineering Designer II	Ben Ghahramani	$115.00
CAD Technician	Russell Beamer	$100.00
Survey Manager	Tom Watkins RPLS	$155.00
Survey Crew	2 person crew	$160.00
Survey Crew	3 person crew	$185.00
Administrative Assistant	Clem Swain	$65.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". A/E 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 A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives A/E's written request. No retroactive rate adjustments will be allowed.

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

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

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **48.**

Meeting Date: 08/21/2018

KGA Architecture WA1 Inner Loop Annex

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 $20,000.00 to expire on September 30, 2019 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 21, 2018 for Construct and Renovate County Facilities Including the Williamson County Inner Loop Annex for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KGA Architecture WA1 Inner Loop Annex

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/15/2018 11:51 AM
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Vicky Edwards		Started On: 08/15/2018 11:34 AM
Final Approval Date: 08/15/2018		

WORK AUTHORIZATION NO. 1

PROJECT: Construct and Renovate County Facilities Including the Williamson County Inner Loop Annex

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated **August 21, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KGA Architecture** (the "A/E").

Part1. The A/E will provide the following Architectural and 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 **$20,000.00.**

Part 3. Payment to the A/E 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 Architectural and 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. A/E 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 A/E 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 A/E.

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

EXECUTED this ____ day of _____, 20___.

A/E:	COUNTY:
KGA Architecture	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Richard Romito	_____
Printed Name	Printed Name
Partner	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

A Project Manager for each Work Authorization and information relating to the facilities requested by the A/E that is readily available to the County.

We will provide billing ID numbers to be used on all invoices.

Attachment B - Services to be Provided by A/E

Williamson County Inner Loop Annex Remodel:

The scope of this Project includes but is not limited to the following:

Architect will assist the County in the limited remodel of the Inner Loop Annex to accommodate the relocation of county staff through the building. Services may include but are not limited to: programming, space planning, furniture relocation plans, interior finish selection and specification, modifications to interior partition walls, acoustical treatment of walls and ceilings, redistribution of ductwork, electrical distribution and other interior remodel scope to be determined during the conduct of the project.

If any elements of the remodel require permitting for construction, Architect and Architect's consultants will prepare appropriate construction documents for permitting and bidding by qualified General Contractors. If permitting is not required, Architect will prepare drawings necessary for County maintenance staff or a General Contractor to perform the work.

Architect will provide Construction administration services as needed.

Attachment C - Work Schedule

A Work Schedule will be determined in the course of the project when sufficient information is available.

Attachment D - Fee Schedule

See Attached

RATE SCHEDULE

KGA ARCHITECTURE	Architecture	
Raw Cost Multiplier:	2.7	
Position	Name	Billing Rate
Senior Partner	Richard Romito	$ 292.06
Senior Partner	James C. Lord II	$ 292.06
Partner-in-Charge	Luma Jaffar	$ 158.36
Project Manager	Lisa A Shockey	$ 85.73
Project Coordinator	Rogelio A Martinez	$ 81.78
Project Coordinator	Charles H Dolese	$ 71.55
Designer	Mohammed Kattan	$ 56.03
Designer	Leonel Sanchez	$ 58.05
Designer	Jaime J Negron Perez	$ 54.00
Designer	Jeffrey D Harris	$ 56.70
Designer	Christine Bui	$ 59.40
Designer	Samuel M Butler	$ 45.90
Accounting Manager	Lacinda Chipman	$ 96.07
Accountant	Joyce I Clark	$ 56.03
Administration Manager	Wanda Willett	$ 86.97
Administration	Jennifer L Clark	$ 57.38
Administration	Santos Prieto	$ 59.40
Clerical	Theresa Lynch	$ 47.93

AGNEW ASSOCIATES	MEP Engineering	
Raw Cost Multiplier:	2.8	
Position	Name	Billing Rate
Principal/Mech Engineer	Donald Smith, P.E.	$170.00
Electrical Engineer	James A. Holloway, P.E.	$125.00
Graduate Engineer	Emmanuel Olukotun	$100.00
Designer	Boni Sledge	$85.00
Support	Wanda L. Childress	$55.00

AG&E STRUCTURAL ENGENUITY	Structural Engineering	
Raw Cost Multiplier:	3.0	
Position	Name	Billing Rate
Principal in Charge	Confidential Employee A	$201.94
Senior Project Manager	Confidential Employee B	$150.00
QA/QC Review Engineer	Confidential Employee C	$147.84
Project Engineer	Confidential Employee D	$108.19
QA/QC Review BIM Technician	Confidential Employee E	$121.17
BIM Technician	Confidential Employee F	$90.87

CUNNINGHAM-ALLEN	Civil Engineering	
Raw Cost Multiplier:	2.8	
Position	Name	Billing Rate
Principal	Bob Allen PE RPLS,	$250.00
Principal	Tony Shaleesh PE CFM	$250.00
Associate	Elias Haddad PE	$195.00
Senior Project Manager	Sean Friend PE	$175.00
Senior Project Engineer	Curtis Morriss PE	$150.00
Project Engineer	Sharon Teague PE	$140.00
Graduate Engineer II	Tevin Dial, EIT	$120.00
Senior Engineering Designer/Planner	Paul Thomas	$135.00
Senior Engineering Designer	Brian Green	$125.00
Engineering Designer II	Ben Ghahramani	$115.00
CAD Technician	Russell Beamer	$100.00
Survey Manager	Tom Watkins RPLS	$155.00
Survey Crew	2 person crew	$160.00
Survey Crew	3 person crew	$185.00
Administrative Assistant	Clem Swain	$65.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". A/E 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 A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives A/E'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 **49.**

Meeting Date: 08/21/2018

Williamson County Taylor Annex Constable's Office Carpet Installation

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between Eagle Rug and Floor Co. and Williamson County for carpet installation, not to exceed the amount of $14,325.00, and authorizing the execution of the agreement.

Background

This service is for carpet installation at the Taylor Annex Constable's Office. Services include removal and haul off of existing carpet; moving and replacing furniture; and installing new carpet. The department point of contact is Dwayne Gossett. This expenditure will be charged to 01.0100.1033.005300. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Signed Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/16/2018 11:01 AM
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Melissa Gurka		Started On: 08/13/2018 02:27 PM
Final Approval Date: 08/16/2018		

EAGLE RUG AND FLOOR CO.

3010 Williams Drive, ~~#194~~ 190 • Georgetown, Texas 78628

Ph: (512) 930-1001 • Fax: (512) 864-3006

Email: eaglerug@msn.com

8/2/18

Proposal/Contract

c/o Dwayne Gossett Constables Office

Bid Submitted	Work to be performed at:
Williamson County	Vance & 4th Taylor

490 yds - Bonnett - Buckingham : Cave CZ6 SD 10,545.00

1200 4" Base - Rupps Black/Brown 1200 @ 1.50 = 1800.00

Removal & Haul off 490 @ 2 = 980.00

Move & reset furniture 1500.00

14,325.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings & specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: **Dollars (** **)**

With payment to be made as follows:

Any alterations or deviation from above specifications involving extra cost, will be executed only by written orders, and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Customer is responsible for all plumbing. Interest of 18% per annum will be added to all accounts 30 days past due. _____ *X Customer Initial*

Respectfully submitted **Eagle Rug & Floor Co.** Per

NOTE: This proposal may be withdrawn after 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature _____

Signature _____

Date _____ Representing _____

Customer has received copy of this contract. *Date* _____ *Initial*_____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CARPET INSTALL
(Williamson County Constable, Pct. 4)

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 **Eagle Rug and Floor Co.**, 3010 Williams Dr., Georgetown, TX 78628 (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, which is dated August 2, 2018 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 $14,325.00, 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, which is dated August 2, 2018 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.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 2018

SERVICE PROVIDER:

_____
Authorized Signature

_____
Printed Name

Date: 8/10, 2018

Exhibit
Statement of Work/Quotation, dated August 2, 2018
(Incorporated herein as if copied in full)

Commissioners Court - Regular Session **50.**

Meeting Date: 08/21/2018

Construction Service Agreement for 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 approving the agreement for IFB # 1806-238 for CR129 Bridge at Brushy Creek Bearing Pad Replacements between RHB Construction and Williamson County for constructions service for the not-to-exceed amount of $118,675.00

Background

The Commissioners Court awarded this bid to RHB Construction to replace bearing pads at the CR 129 Bridge which crosses Brushy Creek, on 7.31.18 in the amount of $118,675.00. The agreement was inadvertently left off when bid was awarded. The point of contact is Terron Evertson, P.E. and Funding Source: Line Item 3599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Services Agreement

Form Review

Inbox	Reviewed By	Date
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Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and RHB Construction ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1806-238, CR 129 Bridge @ Brushy Creek - Bearing Pad Replacements; 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 One Hundred Eightteen Thousand Six Hundred Seventy Five Dollars and Zero Cents ($118,675.00) in accordance with the terms and conditions of this Agreement.

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

As described in the IFB Solicitation # 1806-238, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work; such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

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

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.3 Policies must include the following clauses, as applicable.

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

8.1.4 Workers' Compensation Insurance Coverage:

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

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance

coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

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

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

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

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF

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

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

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

ARTICLE 9 BONDS

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

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

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

ARTICLE 10 TERMINATION

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

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

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

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

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	RHB Construction
By: _____	By: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: Tracey Hummel

Title: President

Date: 08-14-18

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Ron Hummel
_____
_____
_____

Phone 512-738-1296
Fax _____

Commissioners Court - Regular Session **51.**

Meeting Date: 08/21/2018

Awarding IFB # 1806-244 Herbicides

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 # 1806-244 Herbicides to the lowest responsive bidder Red River Specialties as the primary vendor, Nutrien Solutions as the secondary vendor, and Site One Landscape Supply as the tertiary vendor.

Background

Purchasing solicited sealed bids for herbicides. Twenty-four (24) vendors viewed the IFB and five (5) vendors responded. After reviewing the bids received, Road & Bridge has determined that Red River Specialties submitted the overall lowest and best offer and is recommending them for award as the primary vendor, Nutrien Solutions as the secondary vendor, and Site One Landscape Supply as the tertiary vendor for all bid items. The contract term will be from August 21, 2018 to August 20, 2019 with two (2) annual renewal options. The department point of contact is Terron Evertson. This expenditure will be charged to 01.0200.0210.003554. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tab Packet

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/16/2018 11:15 AM
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:25 AM
Purchasing (Originator)	Kerstin Hancock	08/16/2018 11:38 AM
Form Started By: Melissa Gurka		Started On: 08/16/2018 08:45 AM
Final Approval Date: 08/16/2018		

Bid Tabulation Packet
for
Solicitation 1806-244

Herbicides

Bid Designation: Public

Williamson County, Texas

Bid #1806-244 - Herbicides

Creation Date	**Jun 26, 2018**	End Date	**Aug 1, 2018 2:30:00 PM CDT**
Start Date	**Jul 10, 2018 2:32:59 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-244-01-01 Please add all items to this line.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Pro Pest and Lawn Store	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** just resubmitted previous bid. Not sure why was rebid. No reasons were given.			
Crop Production Services - Timberland Division	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Please see attached bid price sheet I am signing it electronically through the BidSync system			
SiteOne Landscape Supply	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
RED RIVER SPECIALTIES INC	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f SiteOne Landscape Supply $0.00

Bid Contact **Keith O McGinty**
bids@siteone.com
Ph 800-321-5325
Fax 248-583-1433

Address **1385 East 36th St.**
Cleveland, OH 44114

Agency Notes: **Supplier Notes:** **Head Attch:**

f Pro Pest and Lawn Store $0.00

Bid Contact **Royal Tyler**
propestandlawn@gmail.com
Ph 318-584-7217

Address **4726 East Texas St**
Suite 150
Bossier City, LA 71111

Agency Notes: **Supplier Notes:** **Head Attch:**

f Crop Production Services **- Timberland Division** $0.00

Bid Contact **Mike Standish**
mike.standish@cpsagu.com
Ph 512-887-0318
Fax 303-222-2928

Address **13622 East Hardy Road**
Houston, TX 77039

Agency Notes: **Supplier Notes:** **Head Attch:**

f RED RIVER SPECIALTIES INC $0.00

Bid Contact **LEANNE WELCH**
LEANNE.WELCH@RRSI.COM
Ph

Address **7545 HAYGOOD ROAD**
SHREVEPORT, LA 71107

Fax 318-226-9609		
Agency Notes:	**Supplier Notes:**	**Head Attch:**

**

SiteOne Landscape Supply

Bid Contact **Keith O McGinty**
bids@siteone.com
Ph 800-321-5325
Fax 248-583-1433

Address **1385 East 36th St.**
Cleveland, OH 44114

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-244-01-01	Please add all items to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

SiteOne Landscape Supply

Item: **Please add all items to this line.**

Attachments

General References3.docx

Williamson County · bid form.pdf

SITEONE LANDSCAPE SUPPLY REFERENCE PAGE

1	Pinellas County Schools		Tim Wormhood	
	Company Name		Contact Person	
	P.O. Box 2942	Largo	FL	33779
	Street Address	City	State	Zip
	(727) 221-5478			
	Telephone	Fax	Contract Amount & Dates	
	Supply and deliver landscaping & Irrigation supplies		$125,000.00	6/9/18 – 6/8/19
	Products or Services Purchased by the above Reference			
2	East Baton Rouge – Recreation & Park		Michelle McKee	
	Company Name		Contact Person	
	P.O. Box 15887	Baton Rouge	LA	70895
	Street Address	City	State	Zip
	(225) 273-6421			
	Telephone	Fax	Contract Amount & Dates	
	Supply and deliver Landscape supplies		Approx. $30,000	10/2014 -10/2016
	Products or Services Purchased by the above Reference			
3	City of Sioux Falls	Scott Rust		
	Company Name		Contact Person	
	224 West 9th Street	City of Sioux Falls	SD	57104
	Street Address	City	State	Zip
	(605) 367-8013			
	Telephone	Fax	Contract Amount & Dates	
	Supply and deliver landscaping & Irrigation supplies		Approx. $23,500	4/25/17 – 4/24/18
	Products or Services Purchased by the above Reference			

Government Agencies That Your Firm Has Done Business With:

All the above

WILLIAMSON COUNTY BID FORM

HERBICIDES

BID NUMBER: IFB18XX-XXX

NAME OF BIDDER: SiteOne Landscape Supply

Mailing Address: 1385 East 36th Street
Cleveland, Ohio 44114

City: _____ State: _____ Zip: _____

Email Address: bids@SiteOne.com

Telephone: (216) 706-9250 ext. 2 Fax: (248) 581-1433

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	MINIMUM PURCHASE QUANTITY	PURCHASE QUANTITY UNIT PRICE	TOTAL COST	
1	RANGER PRO	2700	GAL	30 GAL	$13.17/gal	$35559.00	
2 X	ELEMENT 3A	50	GAL	2.5 GAL	$139.27/gal	$6963.50	#702305 Nesco Triclopyr 4 Ester 2.5gal
3	DUPONT PERSPECTIVE TM	40	LBS	5 LBS	NO BID		
4	OPENSIGHT HERBICIDE	45	LBS	1.25 LBS			
X 5 (A)	ESPLANADE TM 200 SC	15	GAL	2.5 GAL	$1638.50/gal	$24577.50	#80526318 (A) Specticle FL 10 1gal
6	ESPLANADE EZ	15	GAL	2.5 GAL			
7 X	POWERLINE	200	GAL	2.5 GAL	$84.00/gal	$16800.00	# 1027 2225 Polaris 2.5gal
8 X	GRAZON P+D (RESTRICTED HERBICIDE)	25	GAL	2.5 GAL	$30.00/gal	$750.00	#10368225 Trupar P+D 2.5gal
9	RRSI NIS SURFACTANT	20	GAL	2.5 GAL	NO BID		
10	RRSI DEFOAMER	30	GAL	1 GAL			
11	OUTRIDER	2	CASE*	1 CASE	$760.00/case	$1520.00	#10699170 Certainty Turf (1.25 oz x 10 case)

Williamson County, Texas BidSync 8/1/2018

12	METHOD 240 SL	30	GAL	2.5 GAL	NO BID

* Assume 20 oz container, 10 x 20 oz container per case

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: 08-01-18

Printed Name and Title of Signer: Keith McGinty, Director

1806-244
p. 9
Williamson County, Texas
BidSync
8/1/2018

PEEL BACK BOOK HERE

LESCO®

TRICLOPYR 4 ESTER HERBICIDE

For the control of woody plants and broad leaf weeds on rangeland and permanent grass pastures, and conservation reserve program (CRP) acres (including fence rows and non-irrigation ditch banks within these areas), rights-of-way, ornamental turf, industrial sites, non-crop areas, non-irrigation ditch banks, forests, and wildlife openings, including grazed areas on these sites.

ACTIVE INGREDIENT:
Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester 61.6%
OTHER INGREDIENTS: 38.4%
TOTAL: 100.0%
Contains petroleum distillates
Acid Equivalent: triclopyr - 44.3% - 4 lb/gal

KEEP OUT OF REACH OF CHILDREN
CAUTION

FIRST AID

IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Do not give liquid to the person.

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. Contact CHEMTREC toll free at 1-800-424-9300 for transportation or emergency medical treatment information.

10758073023057

#702305

Net Contents: 2.5 gallons (9.45 L)

LESCO, Inc. • 1385 East 36th Street • Cleveland, OH 44114-4114

GROUP 29 HERBICIDE

BAYER

SPECT(i)CLE™ FLO

Pre-emergent Herbicide for the Control of Annual Grasses, Annual Sedges, and Broadleaf Weeds in Turfgrass, Landscape Ornamentals, and Hardscapes
DO NOT USE FOR THE MANUFACTURING OF FERTILIZER

ACTIVE INGREDIENT: Indaziflam.....7.4%
OTHER INGREDIENTS: 92.6%
Total 100.0%
Contains 0.622 lbs. active ingredient per gallon

EPA Reg. No. 432-1518

KEEP OUT OF REACH OF CHILDREN

For MEDICAL and TRANSPORTATION Emergencies
ONLY Call 24 Hours A Day 1-800-334-7577
For PRODUCT USE Information Call 1-800-331-2867

See inside leaflet for complete First Aid Instructions, Precautionary Statements, Directions for Use and Storage and Disposal Instructions.

Net Contents
1 Gallon
80526318
80943407B 120501AV1

BACKED by BAYER™

1806-244
Williamson County, Texas
p. 11
BidSync
8/1/2018

Nufarm

POLARIS®

Herbicide

Applications may be made for the control of undesirable emergent and floating aquatic vegetation in estuarine marine surface water. For the control of undesirable vegetation in fencerows, non-irrigation ditch banks, for establishment and maintenance of wildlife openings, grass pastures and rangeland, unimproved industrial noncropland Bermudagrass and Bahiagrass, under certain paved areas, and industrial noncropland areas including railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, storage areas, non-irrigation ditchbanks, roads, transmission lines, and industrial bareground areas.

SPECIMEN

ACTIVE INGREDIENT:	
Isopropylamine salt of Imazapyr: (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)*	27.7%
OTHER INGREDIENTS:	72.3%
TOTAL:	100.0%

*Equivalent to 22.62% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

KEEP OUT OF REACH OF CHILDREN

CAUTION / PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR ADDITIONAL PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300

For Medical Emergencies Only, Call (877) 325-1840

Have the product container label with you when calling a poison control center or doctor or going for treatment.

EPA Reg. No. 228-534
EPA Est. No. 228-IL-1

Net Contents
2.5 Gal.
(9.46 L)

Manufactured for
Nufarm Americas Inc.
150 Harvester Drive
Burr Ridge, IL 60527

Nufarm

1806-244

p. 12

Williamson County, Texas

BidSync

8/1/2018

SPECIMEN LABEL

This information is for promotional purposes only. Space considerations may require information to be omitted. Always refer to the actual package for complete label verbiage. This product may not yet be available or approved for sale or use in your area.

RESTRICTED USE PESTICIDE

May Injure (Phytotoxic) Susceptible, Non-Target Plants. For retail sale to and use only by Certified Applicators or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification. Commercial certified applicators must also ensure that all persons involved in these activities are informed of the precautionary statements.

Trooper® P+D

HERBICIDE

ACTIVE INGREDIENTS:

Picloram: 4-amino-3,5,6-trichloropicolinic acid, triisopropanolamine salt	10.2%
2,4-dichlorophenoxyacetic acid, triisopropanolamine salt	39.6%
OTHER INGREDIENTS:	50.2%
TOTAL:	100.0%

Acid equivalents:

Picloram: 4-amino-3,5,6-trichloropicolinic acid	5.7%, 0.54 lb/gal
2,4-dichlorophenoxyacetic acid	21.2%, 2 lb/gal

NOT FOR SALE, DISTRIBUTION OR USE IN NASSAU AND SUFFOLK COUNTIES IN NEW YORK.

KEEP OUT OF REACH OF CHILDREN

WARNING / AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR FIRST AID AND ADDITIONAL PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300

For Medical Emergencies Only, Call (877) 325-1840

EPA Reg. No. 228-530

Manufactured for
Nufarm Americas Inc.
150 Harvester Drive
Burr Ridge, IL 60527

Nufarm

1806-244
p. 13
Williamson County, Texas
BidSync
8/1/2018

Certainty® TURF HERBICIDE

Certainty® Turf herbicide is a selective herbicide for control of annual and perennial grass and broadleaf weeds in highly managed turf, ornamental and native grass sites.

Complete Directions For Use

EPA Reg. No. 59639-226

Read the entire label before using this product.

Use only according to label instructions.

Not all products recommended on this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. VALENT U.S.A. CORPORATION DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION OR REPACKAGING.

CONTENTS

1.0 INGREDIENTS
2.0 IMPORTANT PHONE NUMBERS
3.0 PRECAUTIONARY STATEMENTS
3.1 Hazards to Humans and Domestic Animals
3.2 Environmental Hazards
4.0 STORAGE AND DISPOSAL
5.0 GENERAL INFORMATION
6.0 MIXING
6.1 Mixing with Water
6.2 Mixing for Hand-Held Sprayers
6.3 Tank-Mixing Procedure
6.4 Surfactants and Adjuvants
6.5 Colorants and Dyes
7.0 APPLICATION EQUIPMENT AND TECHNIQUES
7.1 Spray Drift Management
7.2 Ground Broadcast Equipment
7.3 Hand-Held Sprayers
7.4 Equipment Cleaning
8.0 WARM-SEASON TURFGRASSES
8.1 Sedge Control
8.2 Tall Fescue (*Festuca arundinacea*) Control
8.3 Dallisgrass (*Paspalum dilatatum*) Suppression in Bermudagrass
8.4 Virginia Buttonweed (*Diodia virginiana*) Suppression
8.5 Annual Bluegrass (*Poa annua*) Control in Non-Overseeded Turf
8.6 Annual Bluegrass (*Poa annua*) Control Prior to Overseeding Turf with Perennial Ryegrass
8.7 Transition of Overseeded Perennial Ryegrass (*Lolium perenne*)
8.8 Rescuegrass (*Bromus catharticus*) Control
8.9 Additional Weeds Controlled
9.0 ORNAMENTALS
10.0 NATIVE GRASSES
10.1 Sedge Control
10.2 Tall Fescue (*Festuca arundinacea*) Control
10.3 Additional Weeds Controlled
11.0 LIMIT OF WARRANTY AND LIABILITY

1.0 INGREDIENTS

ACTIVE INGREDIENT:	
Sulfosulfuron	75.0%
OTHER INGREDIENTS:	25.0%
	100.0%

***Certainty* Turf Herbicide** is formulated as a water dispersible granule (WDG).

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT, CALL TOLL-FREE, **800-898-2536**

IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE, **CALL, DAY OR NIGHT, 800-892-0099**

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

CAUSES MODERATE EYE IRRITATION.

Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

Supplier: **SiteOne Landscape Supply**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-244
Herbicides

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 2:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 2:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **SiteOne Landscape Supply**

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:
See Attached References

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:

Supplier: **SiteOne Landscape Supply**

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.**	**SiteOne Landscape Supply**
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. **N/A** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **None**

7	**Molly M. Vorous**	**6/20/18**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **SiteOne Landscape Supply**

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:	**SiteOne Landscape Supply**
Address of Bidder:	**1385 East 36th Street, Cleveland, OH 44114**
Email:	**bids@siteone.com**
Telephone:	**216-706-9250**
Printed Name of Person Submitting Affidavit:	**Molly M. Vorous**
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 **Molly M. Vorous**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Molly M. Vorous**, (*Name of Signer*) am a duly authorized officer of/agent for **SiteOne Landscape Supply**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **SiteOne Landscape Supply**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Molly M. Vorous**
on this the **1st**day of **August**, 20**18**.

Monque Potts
Notary Public in and for

The State of **OHio**

The County of **Cuyahoga**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **SiteOne Landscape Supply**

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.

Pro Pest and Lawn Store

Bid Contact **Royal Tyler**
propestandlawn@gmail.com
Ph 318-584-7217

Address **4726 East Texas St**
Suite 150
Bossier City, LA 71111

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-244-01-01	Please add all items to this line.	**Supplier Product Code:** **Supplier Notes:** just resubmitted previous bid. Not sure why was rebid. No reasons were given.	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

Pro Pest and Lawn Store

Item: **Please add all items to this line.**

Attachments

williamsoncounty tx .pdf

WILLIAMSON COUNTY BID FORM

HERBICIDES

BID NUMBER: IFB 1805-228

NAME OF BIDDER: Pro Pest and Lawn Store

Mailing Address: 4776 East Texas, Suite 150

City: Bossier City State: LA Zip: 71111

Email Address: propestandlawn@gmail.com

Telephone: (318) 584-7717 Fax: (_____) _____

Mobile Phone: (318) 469-9963

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	PACKAGE UNITS	PACKAGE PRICE	TOTAL COST
1	RANGER PRO	2700	GAL	30 ga or 2.5 ga	$384.00 or $37.40	$34,560.00 or $40,392.00
2	ELEMENT 3A THICLOPYR 3SL	50	GAL	2.5gal	105.00	$2100.00
3	DUPONT PERSPECTIVE TM	40	LBS	discontinued		
4	OPENSIGHT HERBICIDE	45	LBS	10 lb jug	$875.00	$3500 for 40 lbs
5	ESPLANADE TM 200 SC	15	GAL	2.5ga	$784.00	$16,704.00
6	ESPLANADE EZ	15	GAL	2.5ga	$171.40	$728.40
7	POWERLINE Imazapyr 2SL	200	GAL	2.5gal	$132.50	$10,600.00
8	GRAZON P+D (RESTRICTED HERBICIDE) Picloram-D	25	GAL	2.5 gal	$68.75	$687.50
9	RRSI NIS SURFACTANT Alligare 90	20	GAL	2.5 gal	$30.00	$240.00
10	RRSI DEFOAMER	30	GAL	12x1 Qt case	$102.00	$1020.00
11	OUTRIDER	2	CASE*	10x20oz	$3300.00	$6600.00

12	METHOD 240 SL	30	GAL	2.5 gal	796.80	$ 956 1.60

* Assume 20 oz container, 10 x 20 oz container per case

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Royal M Tyler
Signature of Person Authorized to Sign Bid

Date of Bid: 6-18-18

Printed Name and Title of Signer: Royal M. Tyler, JR Owner - President

Supplier: **Pro Pest and Lawn Store**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-244
Herbicides

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 2:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 2:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Pro Pest and Lawn Store**

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: **Growing Solutions**
Location: **Bossier City, LA**

Contact Name: **Randy Owner**
Title:

Phone: **318-393-4804**
E-mail **rjf904@hotmail.com**

Contract Date To: **ongoing**
Contract Date From: **9-1-18**
Contract Value: $ **$50,000**

Scope of Work:
regular customer, not an official contract. Large commercial applicators

Reference 2

Client Name: **Jefferson County Texas**
Location: **Beaumont**

Contact Name: **Denise Wheeler**
Title: **administrative assistant**

Phone: **409.719.5940**
E-mail **wheeler@co.jefferson.tx.us**

Contract Date To: **April 2, 2019**
Contract Date From: **April 3, 2017**
Contract Value: $ **$20,000 per year approximately**

Scope of Work:
annual contract for roadside spraying chemicals, renewed for second year. One more optional renewal remaining.

Reference 3

Client Name: Location:
Lafayette Consolidated Government Lafayette, LA

Contact Name: Title:
Ken Pilgreen Clerk III

Phone: E-mail
337.291.7187 kpilgreen@lafayettela.gov

Contract Date To: Contract Date From: Contract Value: $
28 December 2018 28 December, 2016 propestandlawn@gmail.com

Scope of Work:
supplying chemicals for golf courses. Annual contract renewed for second year.

Supplier: **Pro Pest and Lawn Store**

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		
	propestandlawn@gmail.com	**propestandlawn@gmail.com**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Pro Pest and Lawn Store**

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:	**Royal Tyler**
Address of Bidder:	**4726 East Texas St**
Email:	**propestandlawn@gmail.com**
Telephone:	**3185847217**
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.

Supplier: **Pro Pest and Lawn Store**

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.

Crop Production Services **- Timberland Division**

Bid Contact **Mike Standish**
mike.standish@cpsagu.com
Ph 512-887-0318
Fax 303-222-2928

Address **13622 East Hardy Road**
Houston, TX 77039

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-244-01-01	Please add all items to this line.	**Supplier Product Code:** **Supplier Notes:** Please see attached bid price sheet I am signing it electronically through the BidSync system	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

Crop Production Services **- Timberland Division**

Item: **Please add all items to this line.**

Attachments

Williamson County, TX Herbicide_Bid_Items · Nutrien Solutions, due 8-1-18.pdf

WILLIAMSON COUNTY BID FORM

HERBICIDES

BID NUMBER: IFB1806-244

NAME OF BIDDER: _Nutrien Solutions_____

Mailing Address: 730 S. Hwy. 95_____

City: _Taylor_____ State: _TX_____ Zip:__76574____

Email Address: _mike.standish@nutrien.com_____

Telephone: (512) __887-0318_____ Fax: (303) _222-2928_____

Mobile Phone: 512-887-0318_____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	MINIMUM PURCHASE QUANTITY	PURCHASE QUANTITY UNIT PRICE	TOTAL COST
1	RANGER PRO	2700	GAL	30 GAL	$11.50	$31,050.00
2	ELEMENT 3A	50	GAL	2.5 GAL	$46.24	$2,312.00
3	DUPONT PERSPECTIVE TM	40	LBS	5 LBS	$92.32	$3,692.80
4	OPENSIGHT HERBICIDE	45	LBS	1.25 LBS	$87.50	$3,937.50
5	ESPLANADE TM 200 SC	15	GAL	2.5 GAL	$1,113.60	$16,704.00
6	ESPLANADE EZ	15	GAL	2.5 GAL	$42.84	$642.60
7	POWERLINE	200	GAL	2.5 GAL	$54.44	$10,888.00
8	GRAZON P+D (RESTRICTED HERBICIDE)	25	GAL	2.5 GAL	$30.80	$770.00
9	RRSI NIS SURFACTANT	20	GAL	2.5 GAL	$9.00	$180.00
10	RRSI DEFOAMER	30	GAL	1 GAL	$35.10	$1,053.00
11	OUTRIDER	2	CASE*	1 CASE	$3,160.00	$6,320.00

12	METHOD 240 SL	30	GAL	2.5 GAL	$318.72	$9,561.60

* Assume 20 oz container, 10 x 20 oz container per case

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Mike Standish
Signature of Person Authorized to Sign Bid

Date of Bid: 8/1/2018

Printed Name and Title of Signer: Mike Standish, Territory Manager

Supplier: **Crop Production Services - Timberland Division**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-244
Herbicides

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 2:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 2:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Crop Production Services - Timberland Division**

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: **State of Texas**
Location: **Austin, TX**

Contact Name: **Karen Winters**
Title: **Strategic Sourcing Manager**

Phone: **512-936-9230**
E-mail **karen.winters@cpa.texas.gov**

Contract Date To: **01/01/2014**
Contract Date From: **02/28/2019**
Contract Value: $ **$5,000,000**

Scope of Work:
Supply herbicides and chemicals to all The State of Texas agencies. We are the largest supplier of herbicides to The State

Reference 2

Client Name: **DFW Airport**
Location: **DFW Airport, TX**

Contact Name: **LaNell Hardy**
Title: **DFW Purchasing Administrator**

Phone: **972-973-5618**
E-mail **lhardy@dfwairport.com**

Contract Date To: **01/01/2017**
Contract Date From: **12/31/2021**
Contract Value: $ **$350,000**

Scope of Work:
Supply herbicides and chemicals to the DFW Airport maintenance section

Reference 3

Client Name: Location:
Bexar County, TX San Antonio, TX

Contact Name: Title:
Ana Elizondo Public Works Administrator

Phone: E-mail
210-631-0220 ana.elizondo@bexar.org

Contract Date To: Contract Date From: Contract Value: $
09/01/2016 08/30/2020 $50,000

Scope of Work:
Supply herbicides and chemicals for the Bexar County Public Works Department

Supplier: **Crop Production Services - Timberland Division**

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.**	**None**
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. **None** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **None**
7	

	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Crop Production Services - Timberland Division**

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.

Supplier: **Crop Production Services - Timberland Division**

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.

RED RIVER SPECIALTIES INC

Bid Contact **LEANNE WELCH**
LEANNE.WELCH@RRSI.COM
Ph
Fax 318-226-9609

Address **7545 HAYGOOD ROAD**
SHREVEPORT, LA 71107

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-244-01-01	Please add all items to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

RED RIVER SPECIALTIES INC

Item: **Please add all items to this line.**

Attachments

Red River Specialties Bid.pdf

WILLIAMSON COUNTY BID FORM

HERBICIDES

BID NUMBER: IFB18XX-XXX

NAME OF BIDDER: Red River Specialties LLC.

Mailing Address: 1324 North Hearne Ave. Ste., 120

City: Shreveport State: LA Zip: 71107

Email Address: bid.clerk@rrsi.com

Telephone: (318) 425-5944 Fax: (318) 227 3032

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	MINIMUM PURCHASE QUANTITY	PURCHASE QUANTITY UNIT PRICE	TOTAL COST
1	RANGER PRO	2700	GAL	30 GAL	$ 327.00 unit	$ 29,430.00
2	ELEMENT 3A	50	GAL	2.5 GAL	$ 114.88 unit	$ 2,297.50
3	DUPONT PERSPECTIVE TM	40	LBS	5 LBS	No Bid	No Bid
4	OPENSIGHT HERBICIDE	45	LBS	1.25 LBS	$ 109.38 unit	$ 3,937.50
5	ESPLANADE TM 200 SC	15	GAL	2.5 GAL	$ 2,784.00 unit	$ 16,704.00
6	ESPLANADE EZ	15	GAL	2.5 GAL	$ 119.95 unit	$ 719.70
7	POWERLINE	200	GAL	2.5 GAL	$ 144.33 unit	$ 11,546.00
8	GRAZON P+D (RESTRICTED HERBICIDE)	25	GAL	2.5 GAL	$ 66.88 unit	$ 668.75
9	RRSI NIS SURFACTANT	20	GAL	2.5 GAL	$ 25.00 unit	$ 200.00
10	RRSI DEFOAMER	30	GAL	1 GAL	$ 20.00 unit	$ 600.00
11	OUTRIDER	2	CASE*	1 CASE	$ 3,162.00 per Case unit	$ 6,324.00

12	METHOD 240 SL	30	GAL	2.5 GAL	$ 796.80 unit	$9,561.60

* Assume 20 oz container, 10 x 20 oz container per case

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: 7/24/2018

Printed Name and Title of Signer: Chad Chambliss - Bid Manager

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:	Red River Specialties LLC.
Address of Bidder:	1324 N Hearne Ave. Ste., 120 Shreveport LA, 71107
Email:	bid.clerk@rrsi.com
Telephone:	318-226-2604
Printed Name of Person Submitting Affidavit:	Chad Chambliss
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.

Williamson County, Texas Bid 1806-244

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Chad Chambliss (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Chad Chambliss, (*Name of Signer*) am a duly authorized officer of/agent for Red River Specialties LLC. (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said Red River Specialties LLC. (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Chad Chambliss

on this the 24 day of July, 2018.

Kelley Fritz
Notary Public in and for

KELLEY FRITZ
NOTARY PUBLIC
CADDO PARISH - LOUISIANA
COMMISSION IS FOR LIFE
NOTARY ID# 61782

The State of Louisiana

The County of Caddo

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County, Texas Bid 1806-244

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.**

Chad Chambliss

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.

None

6. Describe any other affiliation or business relationship that might cause conflict of interest:

None

7

Signature of person doing business with the governmental entity	Date
	7/24/2018

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:
City Of Austin, Texas	Austin Texas

Contact Name:	Title:
Sai Xoomasi Purcell	Senior Buying Specialist

Phone:	E-mail
512-972-4016	sai.xoomsai@austintexas.gov

Contract Date To:	Contract Date From:	Contract Value: $
Present	4/2015	Dependant upon demand

Scope of Work:

Herbicide and Insecticide Sales

Reference 2

Client Name:	Location:
Angleton Drainage District	Angleton Texas

Contact Name:	Title:
Greg Rickway	General Manager

Phone:	E-mail
979-849-2414	

Contract Date To:	Contract Date From:	Contract Value: $
Present	3/2014	Dependant upon demand

Scope of Work:

Sales of Herbicide and Insecticides

Williamson County, Texas Bid 1806-244

Reference 3

Client Name:	Location:
City of Allen Texas	Allen Texas

Contact Name:	Title:
Mindy Gallegos	Contract Administrator

Phone:	E-mail
214-509-4631	mgallegos@cityofallen.org

Contract Date To:	Contract Date From:	Contract Value: $
present	7/16	Dependant Upon Demand

Scope of Work:

Sales of Herbicides and Insecticides

Supplier: **RED RIVER SPECIALTIES INC**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-244
Herbicides

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 2:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 2:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **RED RIVER SPECIALTIES INC**

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:

Supplier: **RED RIVER SPECIALTIES INC**

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.	

Supplier: **RED RIVER SPECIALTIES INC**

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.

Supplier: **RED RIVER SPECIALTIES INC**

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

August 9, 2018

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1806-244 - Herbicides

After reviewing all of the pertinent information, it appears that Red River Specialties submitted the overall lowest and best bid for IFB 1806-244 - Herbicides. I recommend to the Williamson County Commissioner's Court that they award Red River Specialties as primary vendor and Nutrien Solutions as secondary vendor, and Site One Landscape Supply as tertiary vendor for all bid upon items.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

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

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
tevertson@wilco.org
www.wilco.org/roads
3151 SE Inner Loop, Ste. B
Georgetown, Texas 78626

Commissioners Court - Regular Session **52.**

Meeting Date: 08/21/2018

Awarding IFB # 1806-242 Flex Base

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1806-242 Flex Base to the lowest responsive bidder Industrial Asphalt and Aggregate as the primary vendor, and Vulcan Construction Material as the secondary vendor.

Background

Purchasing solicited sealed bids for flex base. Thirty-three (33) vendors viewed the IFB and two (2) vendors responded. After reviewing the bids received, Road & Bridge has determined that Industrial Asphalt and Aggregate submitted the overall lowest and best offer and is recommending them for award as the primary vendor and Vulcan Construction Materials as the secondary vendor for all bid items. The contract term will be from September 12, 2018 to September 11, 2019 with two (2) annual renewals. The department point of contact is Terron Evertson. This expenditure will be charged to 01.0200.0210.003551. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Tab Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/16/2018 11:29 AM
County Judge Exec Asst.	Wendy Coco	08/16/2018 02:27 PM
Form Started By: Melissa Gurka		Started On: 08/16/2018 09:03 AM
Final Approval Date: 08/16/2018		

WILLIAMSON
COUNTY
1848

August 6, 2018

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1806-242 - Flexible Base Materials

After reviewing all of the pertinent information, it appears that Industrial Asphalt and Aggregate submitted the overall lowest and best bid for IFB 1806-242 - Flexible Base Materials. I recommend to the Williamson County Commissioner's Court that they award Industrial Asphalt and Aggregate as primary vendor and Vulcan Construction Materials as secondary vendor for all bid items.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

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

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
tevertson@wilco.org
www.wilco.org/roads
3151 SE Inner Loop, Ste. B
Georgetown, Texas 78626

Bid Tabulation Packet
for
Solicitation 1806-242

Flex Base

Bid Designation: Public

Williamson County, Texas

Bid #1806-242 - Flex Base

Creation Date	**Jun 25, 2018**	End Date	**Aug 1, 2018 3:00:00 PM CDT**
Start Date	**Jul 10, 2018 2:30:42 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-242-01-01 Add items 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:** 27751 **Supplier Notes:**			
Industrial Asphalt & Aggregate **[Ad]**	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:

f Industrial Asphalt & Aggregate **[Ad]** $0.00

Bid Contact **Robert Sutton**
padraic.dillon@austinmaterials.com
Ph 817-403-7146

Address **9020 Capital of Texas Highway**
Building II, Suite 250
Austin, UT 84003

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
1806-242-01-01	Add items to this line.	**Supplier Product Code:** 27751	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Vulcan Construction Materials LP

Item: **Add items to this line.**

Attachments

Bid 1806-242 Flex Base Price Sheet, Form 1295.pdf

WILLIAMSON COUNTY BID FORM

FLEX BASE

NAME OF BIDDER: Vulcan Construction Materials LLC

Mailing Address: P.O. Box 791550

City: San Antonio State: Tx Zip: 78279

Email Address: Vaughnkm@vmcmail.com

Telephone: 210) 524-3577 Fax: (210) 524-3555

Mobile Phone: 214) 534-6033

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	240,000	TON	$10.00
2	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	NO BID
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	$10.00

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).

Signature of Person Authorized to Sign Bid

Date of Bid: 7-30-18

Printed Name and Title of Signer: Kevin Vaughn, Mgr. Sales Services

Williamson County, Texas

BidSync

8/1/2018

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:
2018-386184

Date Filed:
07/30/2018

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.
1806-242
Flex Base

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 Michelle Weber, and my date of birth is 11-5-61.

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 30 day of July (month), 2018 (year).

Michelle Weber
Signature of authorized agent of contracting business entity
(Declarant)

Williamson County, Texas

BidSync

Supplier: **Vulcan Construction Materials LP**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-242
Flex Base

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

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 aggregates

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 aggregates

Reference 3

Client Name:
Travis County 700 Lavaca-Austin, 78701

Location:

Contact Name:
Bonnie Floyd Purchasing Agent

Title:

Phone:
512-854-9700 bonnie.floyd@traviscountytx.gov

E-mail

Contract Date To:
ongoing

Contract Date From:

Contract Value: $

Scope of Work:
supply aggregates

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.**	**Kevin Vaughn**
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		**7/30/18**
	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 **Kevin Vaughn**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Kevin Vaughn**, (*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 **Kevin Vaughn**
on this the **30**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.

Industrial Asphalt & Aggregate

Bid Contact **Robert Sutton**
padraic.dillon@austinmaterials.com
Ph 817-403-7146

Address **9020 Capital of Texas Highway**
Building II, Suite 250
Austin, UT 84003

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-242-01-01	Add items to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Industrial Asphalt & Aggregate

Item: **Add items to this line.**

Attachments

2018 Flex_Base_Bid_Items.pdf

WILLIAMSON COUNTY BID FORM

FLEX BASE

NAME OF BIDDER: Industrial Asphalt, LLC.

Mailing Address: 9020 N. Capital of TX Hwy Bldg II Ste 250

City: Austin State: Texas Zip: 78759

Email Address: Robert.Sutton@austinmaterials.com

Telephone: (817)-403-7146 Fax: (_____) _____ _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	240,000	TON	$6.25
2	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	$6.75
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	$6.75

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).

Robert Sutton
Signature of Person Authorized to Sign Bid

Date of Bid: 08/01/2018

Printed Name and Title of Signer: Robert Sutton Sales Manager

Supplier: **Industrial Asphalt & Aggregate**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-242
Flex Base

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Industrial Asphalt & Aggregate**

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:
Jordan Foster FM 972 Project

Contact Name: Title:
Josh Little Project Manager

Phone: E-mail
512-799-7788 Jlittle@jordanfosterconstruction.com

Contract Date To: Contract Date From: Contract Value: $
Current 6/10/16 320,000

Scope of Work:
Road Base Supplier

Reference 2

Client Name: Location:
DNT Construction Pearson Place 8801 Pearson Ranch Road

Contact Name: Title:
Chance Wheeless Project Manager

Phone: E-mail
512-287-9800 cwheeless@dntconstruction.com

Contract Date To: Contract Date From: Contract Value: $
Current 8/4/2016 200,000

Scope of Work:
Road Base Supplier

Reference 3

Client Name:
OHL Construction FM 1460

Location:

Contact Name:
Justin Garza Project Manager

Title:

Phone:
512-457-9775

E-mail
bchaffe@ohlusa.com

Contract Date To:
Current

Contract Date From:
8/18/16

Contract Value: $
990,000

Scope of Work:
Road Base Supplier

Supplier: **Industrial Asphalt & Aggregate**

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.** **Industrial Asphalt and Aggregate**	
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	**Robert Sutton**	**8/1/2017**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Industrial Asphalt & Aggregate**

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:	**Robert Sutton**
Address of Bidder:	**9020 N Capitol of TX HWY Bldg II Ste 250**
Email:	**robert.sutton@austinmaterials.com**
Telephone:	**8174037146**
Printed Name of Person Submitting Affidavit:	**Robert Sutton**
Signature of Person Submitting Affidavit:	**Robert Sutton**

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.

Supplier: **Industrial Asphalt & Aggregate**

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.

Commissioners Court - Regular Session **53.**

Meeting Date: 08/21/2018

Budget Amendment for General Fund Revenue

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 General Fund Revenue due to insurance proceeds.

Background

Insurance proceeds are being amended to put toward expenditures on fleet repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	$15,041.23

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Julie Kiley		Started On: 08/16/2018 11:05 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **54.**

Meeting Date: 08/21/2018

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

This will amend Vehicle Repairs and Maintenance for insurance Proceeds to offset repairs for Fleet incidents.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repairs & Maint	$15,041.23

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/16/2018 11:27 AM
Form Started By: Julie Kiley		Started On: 08/16/2018 11:14 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **55.**

Meeting Date: 08/21/2018

RRISD SRO

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement for School Resource Officer Program between Williamson County, Williamson County Sheriff's Office and Round Rock Independent School District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA SRO RRISD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Hal Hawes		Started On: 08/15/2018 11:11 AM
Final Approval Date: 08/15/2018		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
ROUND ROCK ISD
&
WILLIAMSON COUNTY SHERIFF'S OFFICE
(SCHOOL YEAR 2018/2019)

This INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM (hereinafter, the "Agreement") is entered into by and between the Round Rock Independent School District (hereinafter, "DISTRICT") a school district that spans the boundaries of at least four (4) law enforcement jurisdictions in the State of Texas, and includes but is not limited to Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office (hereinafter, "SHERIFF'S OFFICE") for the purpose of providing a Law Enforcement School Resource Officers (hereinafter "SRO").

WHEREAS the COUNTY, the SHERIFF'S OFFICE and the DISTRICT are authorized to enter into this Agreement pursuant to § 791.001 *et: seq* of the Texas Government Code, also known as the Interlocal Cooperation Act, and as permitted in § 21.483 of the Texas Education Code;

WHEREAS the COUNTY and the SHERIFF'S OFFICE are given authority by the laws of the State of Texas to hire and commission law enforcement officers;

WHEREAS the DISTRICT has identified certain safety needs and therefore desires to have a full-time law enforcement officers on its campuses as deemed necessary, including but not limited to during instructional and teacher in-service hours;

WHEREAS the DISTRICT, the COUNTY and a prior administration of the SHERIFF'S OFFICE were parties to an Interlocal Agreement for Law Enforcement School Resource Officers Program, which had been in place for several years;

WHEREAS the DISTRICT, the COUNTY and the current administration of the SHERIFF'S OFFICE have recently been in discussions about the need to change the

prior Interlocal Agreement for Law Enforcement School Resource Officers Program with the COUNTY;

WHEREAS the DISTRICT, the COUNTY and the SHERIFF'S OFFICE desire to enter into a Law Enforcement School Resource Officers Program on the campus(es) of the Round Rock Independent School District for the 2018/2019 school year, as long as staffing needs allow;

WHEREAS, at this time it is considered to be cost effective and in the public interest for the DISTRICT, the COUNTY and the SHERIFF'S OFFICE to enter into this Agreement;

NOW THEREFORE in consideration of the foregoing recitals and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Service: The SHERIFF'S OFFICE shall select and assign certified law enforcement officers to serve as the Law Enforcement School Resource Officers within the DISTRICT campuses located within the law enforcement jurisdiction of the Williamson County's SHERIFF'S OFFICE for DISTRICT. Specifically, SHERIFF'S OFFICE shall provide two (2) Deputies at McNeil High School, two (2) Deputies at Westwood High School, one (1) Deputy at Cedar Valley Middle School, one (1) Deputy at Deer Park, one (1) Deputy at Grisham Middle School, one (1) Deputy at Walsh Ranch Middle School, one (1) To Be Determined Between the Parties and one (1) Sergeant to supervise and assist the assigned deputies, during the regularly scheduled school sessions to perform the duties as herein set forth.

A) SRO's shall be present on their assigned campus for the entire school day, unless a public emergency or mandatory training event occurs. If it is necessary for the SRO to be off campus for required training that cannot be otherwise scheduled, SHERIFF'S OFFICE will use its best efforts to provide a trained and qualified substitute SRO for the campus.

2. Training & Oversight: The SHERIFF'S OFFICE shall be responsible for all, management, training and disciplinary actions of the Law Enforcement School Resource Officers. DISTRICT shall reimburse COUNTY for any training necessary for the deputies involved in the service provided hereunder.

3. Scheduling: The SHERIFF'S OFFICE agrees to set the schedule of the Law Enforcement School Resource Officers to coincide as closely as possible with the DISTRICT's instructional and in-service calendar. The SHERIFF'S OFFICE agrees to provide the DISTRICT'S representative with notice, as soon as possible whenever an SRO will NOT be scheduled to coincide with the DISTRICT'S instructional and in-

service calendar. If an SRO will be off campus for any reason not listed above and no substitute is available, the SHERIFF'S OFFICE will notify RRISD as soon as possible upon learning of the vacancy, and the Parties will use best efforts to arrive at a mutually acceptable solution for the day or days so affected. During periods when school is not in session during usual business hours, Law Enforcement School Resource Officers will be working or training under the control of and for the SHERIFF'S OFFICE.

4. Salaries & Benefits: The COUNTY shall be responsible for providing salary and benefits, including, uniforms and equipment for the Law Enforcement School Resource Officers and the DISTRICT reimburse COUNTY for such annual salary and benefits, uniforms and equipment for each deputy and sergeant provided.

5. Vehicles & Related Costs: The COUNTY shall provide all vehicle maintenance, fuel, insurance and related costs for vehicles assigned to the Law Enforcement School Resource Officers by the COUNTY and the DISTRICT shall reimburse the COUNTY for such maintenance, fuel, insurance and related costs.

6. Estimated Reimbursed Costs and Expenses: The DISTRICT, in paying for the governmental services being rendered by the COUNTY through the SHERIFF'S OFFICE hereunder, shall make such payments out of current revenues available to the DISTRICT, as required by applicable law.

The *estimated* reimbursable costs and expenses DISTRICT shall pay COUNTY during the term of this Agreement are set forth in Exhibit "A" (being collectively referred to herein as "Reimbursed Costs"). DISTRICT acknowledges and understands the Reimbursed Costs set forth in Exhibit "A" are estimates and that the Reimbursed Costs are subject to change during the initial year of this Agreement and for any future extensions of this Agreement thereafter in the event COUNTY's actual cost for such items increases or decreases.

7. Payment Terms and Reconciliation: COUNTY will invoice DISTRICT on or before May 31st during the term of this Agreement using the actual costs incurred through the first half of COUNTY's fiscal year (October 1st to March 31st) and multiplying such actual costs by two in order to estimate costs for the remainder of the COUNTY's fiscal year. Payment of such amount shall be due within thirty (30) days of the invoice date.

In the event this Agreement is extended for an additional term, a reconciliation statement for the actual Reimbursed Costs will be provided the following May 31st to account for any differences between COUNTY's actual Reimbursed Costs and any amounts previously paid by DISTRICT. If an additional amount is due from DISTRICT, payment in full shall be due and paid to COUNTY within thirty (30) days of the reconciliation statement's date. In the event the amount of DISTRICT's previous payments exceeds the

COUNTY's actual Reimbursed Costs during a particular term, such excess amount will be credited and applied to the Reimbursed Costs invoiced and owing by DISTRICT for the extended additional term.

If this Agreement is terminated or otherwise not extended, a reconciliation statement will be provided to DISTRICT within sixty (60) days of the termination date. If an additional amount is due from DISTRICT, payment in full shall be due and paid to COUNTY within thirty (30) days of the reconciliation statement's date. In the event the amount of DISTRICT's previous payments exceeds the COUNTY's actual Reimbursed Costs during a particular term, COUNTY shall reimburse DISTRICT for such credits within sixty (60) days of the termination date.

8. Term & Termination: The term of this Agreement shall begin on the October 1, 2018 and shall terminate on September 30, 2019. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement, without cause, upon 30 days written notice or reasonable advance written notice to the other party.

9. Scope of Deputies' Duties: SHERIFF'S OFFICE agrees that the Law Enforcement School Resource Officers shall:

a. Enforce state and local laws and provide general campus and building security.
b. Assist campus administration with development of school security and related procedures; and instruct the faculty and staff in areas dealing with safety awareness, after hour facility use, crisis prevention and personal safety. Also, provide coordination of security equipment between campus principals and campus monitors.
c. Address all incidents which require law enforcement intervention on campus; and assist campus administration with the investigation of criminal violations within the DISTRICT campuses specified herein above.
d. With the prior approval of the SHERIFF'S OFFICE, the Law Enforcement School Resource officers may assist with the supervision of security during DISTRICT extracurricular activities during the school year, it being understood by the parties that compensation for such assistance will be negotiated between the Law Enforcement School Resource Officers and DISTRICT and paid directly to the Law Enforcement School Resource Officers.
e. **Coordination of communication between the school and the Sheriff's Office.**
f. Coordination of all campus vehicular and pedestrian traffic control, while on DISTRICT property and in, on or near the roadways of such property.
g. Coordination of all documentation regarding persons who trespass at the campuses specified herein above.

h. Maintain high visibility on campus in uniform or in civilian clothes as may be appropriate.

i. Take over a student disciplinary situation from a campus administrator ONLY if a law enforcement violation is CLEARLY identified AND/OR if requested by the campus Principal provided a law enforcement violation exists.

10. Sheriff Retains Control Over Deputies: At the sole discretion of the SHERIFF'S OFFICE, or at the sole discretion of the Law Enforcement School Resource Officers, the officers may respond, at any time, to emergency situations off the assigned campus or outside of the Round Rock Independent School District.

11. Performance of Deputies & Uniforms: Deputies Shall wear their Sheriff's Office standard patrol uniforms and equipment and shall utilize marked Sheriff's Office patrol cars while providing services under this Agreement; provided, however, with District approval, the SRO may other clothing for campus events and other operational needs. All equipment, uniforms, and insurance of such employees shall be the sole responsibility of the COUNTY. All deputies providing services under this Agreement shall be acting in the course and scope of their employment by the Sheriff's Office at all times while engaged in the performance of the additional patrol services contemplated hereunder.

12. Notices: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District:	Round Rock Independent School District ATTN: _____ 1311 Round Rock Ave. Round Rock, TX 78681
Sheriff's Office:	Williamson County Sheriff's Office ATTN: Chief Deputy Tim Ryle 508 South Rock St. Georgetown, TX 78626
County:	Office of the County Judge ATTN: County Judge 700 Main St., Suite 101 Georgetown, TX 78626

The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

13. Payment from Current Revenues: It is agreed by the parties hereto that each party paying for the performance of governmental functions or services agrees and shall make those payments from current revenues available to the paying party.

14. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all other prior or contemporaneous oral or written agreements between the parties. No amendment or modification to this Agreement shall be effective without the express, written consent of the parties hereto.

15. Non-Assignment: This Agreement shall not be transferred or assigned.

16. Good Faith: DISTRICT, SHERIFF'S OFFICE and COUNTY agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body or elected official.

17. Invalid Provisions: Any clause, sentence, paragraph or article of this agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

18. Applicable Law & Venue: This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

19. Dispute Resolution: Any disputes that may not informally be resolved after good faith efforts, must first be submitted to non-binding mediation prior to any litigation.

20. No Waiver of Sovereign Immunity: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity.

In Witness Whereof, DISTRICT and COUNTY and SHERIFF'S OFFICE have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

Williamson County Sheriff's Office

_____

By: Robert Chody
Sheriff's Office

Williamson County, Texas

Signature: _____

Printed Name: _____

Title: _____

Round Rock Independent School District

_____ 8/14/18

By: President, Board of Trustees

Exhibit "A"

ESTIMATED ANNUAL SRO DEPUTY COSTS										
	SRO Sgt	SRO Dep. #1	SRO Dep. #2	SRO Dep. #3	SRO Dep. #4	SRO Dep. #5	SRO Dep. #6	SRO Dep. #7	New SRO Dep.	New SRO Dep.
Salary	$ 63,796.18	$ 64,997.40	$ 63,722.88	$62,275.08	$ 55,474.64	$ 68,870.24	$ 70,356.22	$ 61,248.46	$ 55,474.64	$ 55,474.64
Overtime	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80	$ 3,920.80
Certification Pay	$ 1,080.00	$ 720.00	$ -	$ 720.00	$ -	$ 720.00	$ -	$ 1,080.00	$ 720.00	$ 720.00
FICA	$ 6,782.97	$ 5,327.32	$ 6,174.74	$ 4,364.06	$ 4,543.75	$ 4,858.59	$ 5,682.12	$ 5,068.07	$ 4,598.83	$ 4,598.83
Retirement	$ 12,378.30	$ 9,797.57	$ 9,429.53	$ 7,934.07	$ 8,279.72	$ 8,853.44	$ 10,354.08	$ 9,235.15	$ 8,380.09	$ 8,380.09
Insurance	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00	$ 9,132.00
Workers Comp	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00
Radio Equipment	$ 196.00	$ 196.00	$ 196.00	$ 196.00	$ 196.00	$ 196.00	$ 196.00	$ 196.00	$ 3,654.00	$ 3,654.00
Ammunition	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
L.E. Equipment	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 6,012.00	$ 6,012.00
Computer Equip	$ 5,210.00	$ 5,210.00				$ 5,210.00	$ 5,210.00	$ 5,210.00	$ 5,210.00	$ 5,210.00
Office Supplies	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
Gasoline	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00
Uniforms	$ 326.00	$ 326.00	$ 326.00	$ 326.00	$ 326.00	$ 326.00	$ 326.00	$ 326.00	$ 1,705.00	$ 1,705.00
Publications	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00
Cell Phone	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 660.00	$ 660.00
Internet	$ 480.00	$ 480.00	$ 480.00	$ 480.00	$ 480.00	$ 480.00	$ 480.00	$ 480.00	$ 480.00	$ 480.00
Training	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Printed Materials	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Vehicle Insurance	$ 605.21	$ 605.21	$ 605.21	$ 242.36	$ 242.36	$ 605.21	$ 605.21	$ 605.21	$ 605.21	$ 605.21
Vehicle Repairs	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00	$ 1,700.00
Equipment Lease	$ 575.00	$ 575.00	$ 575.00	$ 575.00	$ 575.00	$ 575.00	$ 575.00	$ 575.00	$ 575.00	$ 575.00
Pre-Emp Screening	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 305.00	$ 305.00
RCS Fees	$ 676.32	$ 676.32	$ 676.32	$ 676.32	$ 676.32	$ 676.32	$ 676.32	$ 676.32	$ 676.32	$ 676.32
Radio Equip > $5K	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,156.00	$ 6,156.00
Vehicles	$ 6,094.62	$ 6,420.02	$ 6,523.82	$ 5,446.68	$ 7,857.14	$ 6,094.62	$ 5,288.99	$ 6,623.82	$ 7,857.14	$ 7,857.14
Total Annual Cost	$ 142,518.29	$ 119,548.63	$ 112,817.30	$97,533.38	$ 102,958.74	$ 111,773.12	$ 124,066.74	$ 115,531.82	$ 126,367.04	$ 126,367.04

Estimated Total Sgt - Deputy #7	$ 925,948.02		
Estimated-2 New SRO Dep	$ 252,734.07	Estimated Grand Total	$1,178,682.09

Commissioners Court - Regular Session **56.**

Meeting Date: 08/21/2018

New Positions for Sheriffs Department

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 approving two (2) new full-time positions in the Sheriff's Office to provide services according to the contract with Round Rock ISD. The position titles will be Deputy Sheriff SRO, pay grade L1.5, salary $56,584.14 and Deputy Sheriff SRO, pay grade L1.15, salary $68,975.75.

Background

These are 2 new SRO positions requested in the Round Rock ISD agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Julie Kiley		Started On: 08/15/2018 01:20 PM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **57.**

Meeting Date: 08/21/2018

Budget Amendment for General Fund Revenue

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 revenue for Payment from Other Entities.

Background

This is the revenue associated with an August 22, 2018 implementation of new positions for Round Rock ISD School Resource Officer Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	$19,402.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Julie Kiley		Started On: 08/15/2018 01:27 PM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **58.**

Meeting Date: 08/21/2018

Budget Amendment for Sheriffs Department Budget

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

This is the estimated salary expense for the 2 new School Resource Officer positions requested in the Round Rock ISD SRO agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.001105	LE Salaries	$13,521.83
	0100.0560.001110	Overtime	$844.48
	0100.0560.001114	Certifications	77.54
	0100.0560.001125	Longevity Pay	$122.78
	0100.0560.002010	FICA	$1,114.35
	0100.0560.002020	Retirement	$2,030.59
	0100.0560.002030	Insurance	$1,491.00
	0100.0560.002050	Workers Comp	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Julie Kiley		Started On: 08/15/2018 01:33 PM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **59.**

Meeting Date: 08/21/2018

Mobile Outreach Team Clinical Training Supplement BA 08-21-2018

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 Mobile Outreach Team:

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training, The Budget Amendment reflects May - June 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/13/2018 01:17 PM
Form Started By: Angela Schmidt		Started On: 08/10/2018 02:23 PM
Final Approval Date: 08/13/2018		

Commissioners Court - Regular Session **60.**

Meeting Date: 08/21/2018

Mobile Outreach Team Clinical Training Supplement BA 08-21-2018

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 sircumstances and approve a budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training, The Budget Amendment reflects May - June 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$632.00
	0100.0341.002010	FICA	$48.32
	0100.0341.002020	Retirement	$31.60
	0100.0341.002050	Worker's Comp	$88.08

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/13/2018 01:17 PM
Form Started By: Angela Schmidt		Started On: 08/10/2018 02:39 PM
Final Approval Date: 08/13/2018		

Commissioners Court - Regular Session **61.**

Meeting Date: 08/21/2018

Budget Amendment General Fund Revenue

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for General Fund Revenue for an Insurance Reimbursement.

Background

These insurance proceeds are related to water damage at the Jail. This is just the amount associated with replacement of damaged equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursement	$35,626.62

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Julie Kiley		Started On: 08/15/2018 10:13 AM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **62.**

Meeting Date: 08/21/2018

Budget Amendment for County Jail Department

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 Jail Department.

Background

This is for equipment that needs to be replaced due to the water damage at the Jail. It is being covered by insurance proceeds. There are still some items that we are pending quotes on. One more budget amendment will be done to account for those items.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.003200	Medical Supplies	$8,829.39
	0100.0570.005000	Capital Outlay >$5000	$26,797.23

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/15/2018 02:31 PM
Form Started By: Julie Kiley		Started On: 08/15/2018 10:20 AM
Final Approval Date: 08/15/2018		

Commissioners Court - Regular Session **63.**

Meeting Date: 08/21/2018

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	08/16/2018 11:27 AM
Form Started By: Charlie Crossfield		Started On: 08/16/2018 09:53 AM
Final Approval Date: 08/16/2018		

Commissioners Court - Regular Session **64.**

Meeting Date: 08/21/2018

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 the aquisition of real property for CR 111.

r) Discuss the acquisition of real property for Corridor H

s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

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	08/16/2018 11:27 AM
Form Started By: Charlie Crossfield		Started On: 08/16/2018 09:51 AM
Final Approval Date: 08/16/2018		