NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 28TH, 2018
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 15)

5. Discuss, consider and take appropriate action on a line item transfer for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	$19,990,973.61
To	0600.0600.004098	Payment to Escrow Agent	$19,971,097.61
To	0600.0600.004099	Bond Issuance Cost	$19,876.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	$700,000.00
From	0200-0210-000777	Transfer to Capital Projects	$100,000.00
To	0200-0210-003599	Road Constr./Maint.	$800,000.00

7. 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	0100-0499-003010	Computer Software	$3,716.00
To	0100-0499-004544	Repairs to Office	$3,716.00

8. Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Services	$2,500.00
To	0100.0581.004415	Vehicle Deductible	$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	6000.00
To	0100.0576.004510	Facility Maintenance	6000.00

10. Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004120	All Dist Cts/Competency Hearin	$20,000
To	0100-0435-004131	District Courts Family Cases	$36,500
From	0100-0435-004133	All Dist Cts/Juvenile Cases	$10,000
From	0100-0435-004136	All Dist Cts/Other/MH Cases	$1,000
From	0100-0435-004141	All Dist Cts/Interpretors	$2,000
From	0100-0435-004934	All Dist Cts/Lodging for Juror	$1,500
From	0100-0435-004100	All Dist Cts/Prof Svcs	$2,000

11. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 7/26/2018 through 8/22/2018.

12. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-Departmental Transfer for the period of 7/26/2018 through 8/22/2018.

13. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 7/26/2018 through 8/22/2018.

14. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $20,000.00 to expire on September 30, 2019 under Williamson County Contract for Engineering Services between Kleinfelder Inc and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

15. Discuss, consider, and take appropriate action on approval of the final plat for the Coupland Estates subdivision - Pct 4.

REGULAR AGENDA

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

17. Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Great Oaks Drive Bridge at Brushy Creek project, a Road Bond Project in Commissioner Pct. 1.

18. Discuss, consider, and take appropriate action regarding Change Order No. 5 with Cox Commercial Construction in the amount of $8,742.74 for RM 620 Phase 2, a Road Bond project in Commissioner Pct 1. Project: P235; Funding: Road Bond.

19. Discuss, consider and take appropriate action on approving a 2017 Capital Improvement Program Budget Transfer to move $7,131 from Cedar Park Annex Building (P452) to NICE Equipment Upgrade Project (P468).

20. Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 15 from Chasco Constructors in the amount of $40,182.81 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers Contingency.

21. Discuss, consider and take appropriate action on Change Order No. 3, to contract number IFB 1708-182, in the amount of -$16,843.07 for major rehabilitation associated with River Rd. and Old Windmill Rd.

22. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Dunaway Associates LP and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Dunaway Associates, LP and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive Round Rock, Texas for Williamson County Road and Bridge.

24. Discuss and take appropriate action on a Real Estate Contract with Raude Yepez and Amelia Alvarado for ROW needed on CR 200 (Parcel 11). Funding Source: Road Bonds P285

25. Discuss and take appropriate action on a Real Estate Contract with Ernest W. Kimbro for ROW needed on CR 111. (Parcel 21) Funding Source: Road Bonds P249

26. 10:00 AM Hold Public Hearing on the 2018-2019 County Budget.

27. Discuss 2018-2019 Budget.

28. Discuss, consider and take appropriate action on the 2018-2019 General Fund Budget.

29. Discuss, consider and take appropriate action on the 2018-2019 Road and Bridge Fund County Budget.

30. Discuss, consider and take appropriate action on the 2018-2019 Debt Service Fund County Budget.

31. Discuss, consider and take appropriate action regarding the adoption of the 2018 tax rates for Williamson County.

32. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the North San Gabriel Municipal Utility District No. 2 and the County of Williamson, Texas.

33. Discuss and take appropriate action on renewal of contract with DSHS for remote access for the County Clerk plus Data Use Agreement and Security Privacy Agreement.

34. Discuss, consider, and take appropriate action for approval of Information Release Contract between Texas Workforce Commission and the Williamson County Sheriff's Office including authority for Chief Deputy to sign same.

35. Discuss, consider, and take appropriate action on approving Professional Services Agreement between KGA Architecture and Williamson County, for the construction and renovation of County Facilities and authorizing execution of the Professional Services Agreement and related Work Authorizations.

36. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $20,000.00 to expire September 30, 2019 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 28, 2018 for Williamson County Server Building for Williamson County Road and Bridge.

37. Discuss, consider, and take appropriate action on awarding IFB #1806-241 for Concrete Work for Oak Haven Circle Extension Project to the lowest responsive bidder A Greater Austin Development.

38. Discuss, consider, and take appropriate action on Change Order No 1 to the agreement with Chasco Constructors, LTD, LLP approved on June 12, 2018, for an increase of $85,408.00 for karst drilling, additional concrete fill and construction equipment rentals.

39. Discuss, consider, and take appropriate action on awarding IFB # 1806-235 Repairing, Milling & Overlay - Ronald Reagan Blvd from SH 195 to IH 35 to the lowest responsive bidder Austin Materials and authorizing execution of the agreement.

40. Discuss, consider, and take appropriate action on awarding Invitation to Bid # 1805-232 State Hwy 29 at CR 200 Loop 332 to the lowest responsive bidder, Cox Commercial Construction. As the project is on the TxDOT system, award of the Contract is contingent upon TxDOT concurrence.

41. Discuss, consider, and take appropriate action on approving the purchase of PowerEdge servers to support the operations of Williamson County from EST Group in the amount of $61,180.48 pursuant to Buy Board contract #498-15.

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)."

42. 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

43. 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.

44. 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

45. 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).

46. 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)

47. Discuss and take appropriate action concerning economic development.

48. Discuss and take appropriate action concerning real estate.

49. 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

50. 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.

51. 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: 08/28/2018

LIT Debt Service Fund 08-28-2018

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Debt Service Fund:

Background

To recognize the associated expenditures for the defeasance and redemption of certain county bonds approved on the May 22, 2018 Commissioners Court Agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	$19,990,973.61
To	0600.0600.004098	Payment to Escrow Agent	$19,971,097.61
To	0600.0600.004099	Bond Issuance Cost	$19,876.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 04:32 PM
Budget Office	Ashlie Koenig	08/23/2018 11:11 AM
Form Started By: Angela Schmidt		Started On: 08/21/2018 03:08 PM
Final Approval Date: 08/23/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/28/2018

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

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to complete the overlay of Ronald Reagan Blvd from SH 195 to IH 35. For funds transferred from 0200-0210-000777, $84,000.00 would come from project number P440 and $16,000.00 would come from project number P439.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	$700,000.00
From	0200-0210-000777	Transfer to Capital Projects	$100,000.00
To	0200-0210-003599	Road Constr./Maint.	$800,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 01:14 PM
Infrastructure Department (Originator)	Kelly Murphy	08/21/2018 01:51 PM
Budget Office	Ashlie Koenig	08/23/2018 11:51 AM
Form Started By: Kelly Murphy		Started On: 08/21/2018 09:36 AM
Final Approval Date: 08/23/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/28/2018

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

Funding is needed to replace the drive-thru audio equipment in the Round Rock tax office. The current microphone and headset are working sporadically at lane one and not at all at lane two. We have tried various options to remedy the situation, however, with the system over ten years, replacement of the entire audio portion for the drive-thru has been recommended.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003010	Computer Software	$3,716.00
To	0100-0499-004544	Repairs to Office	$3,716.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/17/2018 12:53 PM
Budget Office	Ashlie Koenig	08/17/2018 01:09 PM
Form Started By: Judy Kocian		Started On: 08/17/2018 07:43 AM
Final Approval Date: 08/17/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/28/2018

Line Item Transfer for Emergency Communications

Submitted By: Carolyn Draper, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

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

Background

Emergency Communications is requesting the transfer of funds to cover the cost of the vehicle insurance deductible for damages sustained for a not at fault accident.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Services	$2,500.00
To	0100.0581.004415	Vehicle Deductible	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:26 AM
Budget Office	Ashlie Koenig	08/23/2018 11:45 AM
Form Started By: Carolyn Draper		Started On: 08/23/2018 09:54 AM
Final Approval Date: 08/23/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/28/2018

Budget Line Item Tansfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from Residential Services to Facility Maintenance in order to purchase and install new carpet in the department's training room.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	6000.00
To	0100.0576.004510	Facility Maintenance	6000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:45 AM
Budget Office	Ashlie Koenig	08/23/2018 11:45 AM
Form Started By: John Pelczar		Started On: 08/23/2018 10:23 AM
Final Approval Date: 08/23/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/28/2018

Line Item Transfer

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Background

Monies have been depleted for Family Cases. This transfer is expected to cover the funds needed for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004120	All Dist Cts/Competency Hearin	$20,000
To	0100-0435-004131	District Courts Family Cases	$36,500
From	0100-0435-004133	All Dist Cts/Juvenile Cases	$10,000
From	0100-0435-004136	All Dist Cts/Other/MH Cases	$1,000
From	0100-0435-004141	All Dist Cts/Interpretors	$2,000
From	0100-0435-004934	All Dist Cts/Lodging for Juror	$1,500
From	0100-0435-004100	All Dist Cts/Prof Svcs	$2,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:45 AM
Budget Office (Originator)	Ashlie Koenig	08/23/2018 11:57 AM
Form Started By: Sarah Crain		Started On: 08/23/2018 10:26 AM
Final Approval Date: 08/23/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/28/2018

Asset Auction Monthly 8/28/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 7/26/2018 through 8/22/2018.

Background

Please see the attached list which shows all assets for Auction approved by Purchasing from 7/26/18 through 8/22/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:06 AM
Purchasing (Originator)	Randy Barker	08/23/2018 11:35 AM
Form Started By: Jayme Jasso		Started On: 08/23/2018 10:26 AM
Final Approval Date: 08/23/2018		

Item	Serial Number	Court date	Quantity	Dept.
Dell computer mouse	na	8/28/2018	1	County Judge
Dell keyboard	KB212-B	8/28/2018	1	County Judge
Dell monitor stand	6E37T04001CJHB1033R	8/28/2018	1	County Judge
HP Laserjet Printer 4200n	USBNN18403 RC1468111 / A#148334	8/28/2018	1	Tax Assessor
Motorola CEO0168 PDA w/base,cables,car adapter	na	8/28/2018	4	Technology Se
HP Laserjet Printer 4250n	Q5401A/CNRXS17614	8/28/2018	1	Technology Se
Laptop cases		8/28/2018	3	Technology Se
Dell Pro2X Docking Stations		8/28/2018	5	Technology Se
Dell e-port KQ74 Docking Station		8/28/2018	1	Technology Se
Dell Pro2X Docking Station with stand		8/28/2018	1	Technology Se
Laptop Battery		8/28/2018	1	Technology Se
Laptop power supply		8/28/2018	1	Technology Se
Misc printer parts		8/28/2018	1	Technology Se
Under-desk mountable keyboard trays		8/28/2018	2	Technology Se
Keyboards		8/28/2018	5	Technology Se
Computer Mouse		8/28/2018	6	Technology Se
PC Speakers (pair)		8/28/2018	1	Technology Se
Logitech iPad keyboard		8/28/2018	1	Technology Se
iPad Case		8/28/2018	1	Technology Se
Misc padfolios/notebooks		8/28/2018	1	Technology Se
File Rack Divider		8/28/2018	1	Technology Se
Pencil Carousel		8/28/2018	1	Technology Se
Therman Printer S11	MPU-L465-16C-E-03 / P1030	8/28/2018	1	Technology Se
Rosewill 8-port Gb Switch	RC-614	8/28/2018	1	Technology Se
Box of misc cables		8/28/2018	1	Technology Se
Monitor Stands		8/28/2018	4	Technology Se
Dyno Letra Tag Marker		8/28/2018	1	Technology Se
Various Brother P-Touch Cartridges		8/28/2018	1	Technology Se
Panasic Network Camera	WV-SF335	8/28/2018	1	Technology Se
HID omnikey 5321		8/28/2018	1	Technology Se
Wave ID PC Prox Plus		8/28/2018	1	Technology Se
Lind Electronics Auto Adapters		8/28/2018	2	Technology Se
PairGain Megabit Modem CRA-C		8/28/2018	1	Technology Se
Intel Express 8100 Router		8/28/2018	1	Technology Se
Super Circuits Cameras (with mounts)	PC243C-RTI	8/28/2018	5	Technology Se
Cameras Model OE-DRSTP800W, 800TVL		8/28/2018	2	Technology Se
UPS, APC Smart 1500		8/28/2018	1	Technology Se
Intel Express 330T Stackable Hub	EE330TX24 / HHW196001527	8/28/2018	1	Technology Se
Centre COM 3612TR Hub (Allied Telesis)	AT-3612TR / A0DB4052	8/28/2018	1	Technology Se
Catalyst 3560G Series	FOC1402Y6aQ	8/28/2018	1	Technology Se

Dell Power Connect 3548P	F6FQFH1 / 2BFQFH1	8/28/2018	2	Technology Se
Office Chair, purple		8/28/2018	1	Technology Se
Desk hutch-shelf		8/28/2018	1	Technology Se
Fellows shredder	MS 460 CI	8/28/2018	1	County Judge
Ativa shredder	A20CC17	8/28/2018	1	County Judge
Brother Printer HL-21	U61946L9J989148	8/28/2018	1	EMS
HP Printer M127fw	CNB8HBP7YK	8/28/2018	1	EMS
		8/28/2018		
		8/28/2018		
Microwave, black		8/28/2018	1	Cty & City Hea
Microwave, white		8/28/2018	1	Cty & City Hea
File Cabinet, 2 drawer, black		8/28/2018	1	Cty & City Hea
Secretary Stand, laminate wood, brown		8/28/2018	1	Cty & City Hea
HP Ink Cartridges 05A		8/28/2018	5	Cty & City Hea
Toner Cartridge Replacement Premium A1-505A		8/28/2018	1	Cty & City Hea
Stepstool (Costco)		8/28/2018	1	Cty & City Hea
File Cabinet, 2 drawer, metal - tan		8/28/2018	1	Cty & City Hea
File Cabinet, HON 4 tier Lateral		8/28/2018	1	Cty & City Hea
Privacy screens for monitors		8/28/2018	2	Cty & City Hea
Office chair w/ wheels - blue		8/28/2018	5	Cty & City Hea
Office chair w/wheels - gray		8/28/2018	1	Cty & City Hea
Chair w/ arms, blue		8/28/2018	1	Cty & City Hea
HP 500 Sheet Paper Tray P2055X		8/28/2018	1	Cty & City Hea
Keyboard Drawer		8/28/2018	1	Cty & City Hea
Cubical Wall, gray		8/28/2018	1	Cty & City Hea
Calendar Whiteboard 3' X 5'		8/28/2018	1	Cty & City Hea
Staff Checkout Whiteboard 1-1/2' X 2'		8/28/2018	1	Cty & City Hea
Whiteboard 3' X 5'		8/28/2018	2	Cty & City Hea
Corkboard 3.5' X 3.5'		8/28/2018	1	Cty & City Hea
Whiteboard 2' X 3'		8/28/2018	2	Cty & City Hea
Corkboard 3' X 5'		8/28/2018	1	Cty & City Hea
Metal Rails Magnatax Std-276		8/28/2018	2	Cty & City Hea
Misc Cables, computer mice, etc.		8/28/2018	1	Cty & City Hea
Plastic chairs, blue		8/28/2018	7	Cty & City Hea
Office chairs w/wheels		8/28/2018	16	Cty & City Hea
Chairs, vinyl		8/28/2018	3	Cty & City Hea
Exam Room Cabinet		8/28/2018	2	Cty & City Hea
File Cabinet, lateral		8/28/2018	1	Cty & City Hea
File Cabinet, 4 drawer		8/28/2018	6	Cty & City Hea
File Cabinet, small		8/28/2018	4	Cty & City Hea
File Cabinet, wood		8/28/2018	1	Cty & City Hea

Desk		8/28/2018	6	Cty & City Hea
Scales		8/28/2018	2	Cty & City Hea
Bar Stool, wooden		8/28/2018	1	Cty & City Hea
Exam Lamp		8/28/2018	1	Cty & City Hea
Large Clinical Storage Cabinet		8/28/2018	1	Cty & City Hea
Exam Table		8/28/2018	2	Cty & City Hea
Office chairs w/wheels		8/28/2018	4	Cty & City Hea
File Cabinet, 4 drawer		8/28/2018	2	Cty & City Hea
Misc Office Supplies (a box)		8/28/2018	1	Cty & City Hea
Tripod		8/28/2018	2	Cty & City Hea
Fan		8/28/2018	1	Cty & City Hea
TV Cabinet, wood		8/28/2018	1	Cty & City Hea
Bulletin board		8/28/2018	2	Cty & City Hea
Cubical Partition Wall, gray		8/28/2018	8	Cty & City Hea
Table Top Desk		8/28/2018	1	Cty & City Hea
L-shaped Desk		8/28/2018	1	Cty & City Hea
Bookcase, dark brown		8/28/2018	1	Cty & City Hea
Refrigerator, white		8/28/2018	1	Cty & City Hea
Chairs w/wheels, navy		8/28/2018	4	Cty & City Hea
2-Panel Partitions		8/28/2018	2	Cty & City Hea
Microwave, black		8/28/2018	1	Cty & City Hea
Shredder		8/28/2018	1	Cty & City Hea
		8/28/2018		
HP Printer CB532A	CHG8B1JM69	8/28/2018	1	Emergency Co (581)
First Mobile Technologies Docking Station	"000427	8/28/2018	1	Constable Pct
Cannon Desktop Scanner	FB321530	8/28/2018	1	Constable Pct
Dell Hard Drive Optiplex 790	BZBKXV1 / A#65151	8/28/2018	1	Constable Pct
Optoma Projector Model EP716	082M540AAAAAA1205	8/28/2018	1	Constable Pct
HP Printer Model 6988	na	8/28/2018	1	Constable Pct
Cannon Scanner Image Formula DF 6010CM11072	FB302860 /A#55573	8/28/2018	1	JP1
Fujitsu Scanner Model #fi5120C (date 2005-10)	000652 / A#41958	8/28/2018	1	JP1
Cannon Scanner Model #DR6010C	FB324073 / A#77176	8/28/2018	1	JP1
HP Laser Jet Printer 4000N C4232A	P-N C4232-60101-CAV-2 / A#32608	8/28/2018	1	JP1
HP Laser Jet Printer 4250N	USBXM04119Q5401A	8/28/2018	1	JP1
HP Laser Jet Printer 4250/4350 Series	CNRXG90431 Q5401A / A#45989	8/28/2018	1	JP1
Fujitsu Scanner 2005-1 Model #fi-4120C2	S#105702 Part# PA03289-B315 / A#40735	8/28/2018	1	JP1
Fujitsu Scanner 2006-6 Model #fi-5120C	S#062003 Part# PA03484-B005 / A#43568	8/28/2018	1	JP1
Fujitsu Scanner 2005-10 Model #fi-5120C	S# 000630 Part# PA03484-B005 / A#42094	8/28/2018	1	JP1

		8/28/2018		
Metal Ballot Boxes		8/28/2018	8	Elections
Office Partitions	na	8/28/2018	6	Sheriff's Offic Loop
HON filing cabinets - 4 drawer	na	8/28/2018	2	Sheriff's Offic Loop
Wheeled TV Stand w/Sylvania tv/dvd combo	na	8/28/2018	1	Sheriff's Offic Loop
Aleratec DVD/CD burner	00372-004139	8/28/2018	1	County Attorn
Mini display port to VGA adapter	na	8/28/2018	1	County Attorn
LE external DVD Player	510HYS026730	8/28/2018	1	County Attorn
Gearhead keyboard	na	8/28/2018	2	County Attorn
Logitech wireless mouse M705	na	8/28/2018	1	County Attorn
HP Laserjet 4100n Printer	USLNK07558 / A#34249	8/28/2018	1	County Attorn
Chair on wheels, gray	na	8/28/2018	1	County Attorn
Chairs with arms, on wheels, gray	na	8/28/2018	1	County Attorn
Chair on wheels, burgundy	na	8/28/2018	1	County Attorn
Cabinet w/ top storage, 4 drawer, metal	na	8/28/2018	1	County Attorn
Motorola 6 bank IMPRES charger	WPLN4121BR/ 6051MK002 RCI#481993	8/28/2018	1	Wireless Com (587)

Commissioners Court - Regular Session **12.**

Meeting Date: 08/28/2018

Asset Transfer Monthly 8/28/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-Departmental Transfer for the period of 7/26/2018 through 8/22/2018.

Background

Please see the attached list which shows all assets for Inter-Departmental Transfer approved by Purchasing from 7/26/18 through 8/22/18

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:06 AM
Purchasing (Originator)	Randy Barker	08/23/2018 11:36 AM
Form Started By: Jayme Jasso		Started On: 08/23/2018 10:27 AM
Final Approval Date: 08/23/2018		

Item	Serial Number	Court date	Quantity	FROM Dept	TO Dept
APX 7500 DB-VHF-DM (mobile radio)	656CSV1511 / A#197084	8/28/2018	1	MOT	Wireless Communication
APX 6000 H98UCH9PW7AN	481CSK4330 / A#168970	8/28/2018	1	MOT	Wireless Communication
Radio Mike HMV4104B	HMN4104B	8/28/2018	1	MOT	Wireless Communication
Radio Charger	na	8/28/2018	1	MOT	Wireless Communication

Commissioners Court - Regular Session **13.**

Meeting Date: 08/28/2018

Asset Destruction Monthly 8/28/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 7/26/2018 through 8/22/2018.

Background

Please see the attached list which shows all assets for Destruction approved by Purchasing from 7/26/18 through 8/22/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Destruction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:06 AM
Purchasing (Originator)	Randy Barker	08/23/2018 11:37 AM
Form Started By: Jayme Jasso		Started On: 08/23/2018 10:28 AM
Final Approval Date: 08/23/2018		

Item	Serial Number	Court date	Quantity	Dept.
Panasonic CF-20 Toughbook (2017)	EMS-7BKSA28413 A#193755	8/28/2018	1	540 - EMS
	dropped and broken in pieces			

Commissioners Court - Regular Session **14.**

Meeting Date: 08/28/2018

Kleinfelder Inc WA2 On Call Geotechnical Engr & Matls Testing

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 2 in the amount of $20,000.00 to expire on September 30, 2019 under Williamson County Contract for Engineering Services between Kleinfelder Inc and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder Inc WA2 On Call Geotechnical Engr & Matls Testing

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/22/2018 10:22 AM
County Judge Exec Asst.	Wendy Coco	08/22/2018 12:01 PM
Form Started By: Vicky Edwards		Started On: 07/24/2018 08:22 AM
Final Approval Date: 08/22/2018		

WORK AUTHORIZATION NO. 2

PROJECT: On Call Geotechnical Engineering and Materials Testing

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, 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 **$20,000.00.**

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:	COUNTY:
Kleinfelder, Inc.	Williamson County, Texas
By: 	By: _____
Signature	Signature
David R. Boes	_____
Printed Name	Printed Name
VP, Area Manager	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

The Scope of Services to be provided under the terms of this contract include:

Geotechnical Engineering Studies and Consultation

Construction Materials Engineering and Testing

Environmental Consulting and Testing

A detailed description of the scope of services should be provided for each specific Project Assignment as listed in each Letter of Agreement.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Kleinfelder on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

See attached.

Exhibit D

KLEINFELDER 2016 HOURLY SCHEDULE

PROFESSIONAL STAFF RATES

Professional	$	85/ hour
Staff Professional/Engineer	$	108/ hour
Project Professional/Engineer	$	137/ hour
Principal Professional	$	158/ hour
Senior Principal Professional	$	197/ hour
Expert Witness Testimony	$	210/ hour
Project Manager	$	137/ hour
Senior Project Manager/Engineer	$	197/ hour
Designer/Drafter	$	78/ hour
Senior Designer/Drafter	$	103/ hour
Project Controls Professional	$	95/ hour
Senior Project Controls Professional	$	147/ hour

TECHNICAL STAFF RATES

Technician	$	56/ hour
Senior Technician	$	66/ hour
Inspector	$	78/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	63/ hour
Project Administrator	$	78/ hour

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Standard Proctor, 4" Mold	D698, T99	$	235.00	each
Standard Proctor, 6" Mold	D698, T99	$	235.00	each
Modified Proctor, 4" Mold	D1557, T180	$	259.00	each
Modified Proctor, 6" Mold	D1557, T180	$	259.00	each
Proctor Oversize Correction	D4718	$	50.00	each
Minimum and Maximum Relative Density	D4254, D4253	$	347.00	each
Moisture/Density, TEX 113-E	TEX113-E	$	249.00	each
Moisture/Density, TEX 114-E	TEX114-E	$	249.00	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	**Standard Test Method†**	**Fee**		
Sieve Analysis, % Finer than 200 Sieve	D1140	$	78.00	each
Sieve Analysis, Fine	D422, D6913, T88	$	78.00	each
Sieve Analysis, Coarse	D422, D6913, T88	$	78.00	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included***)	D422, D7928	$	175.00	each
Water Content	D2216, D4363, T265	$	25.00	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	$	45.00	each
Atterberg Limits, Single Point	D4318-B; T89, T90	$	80.00	each
Soil Specific Gravity	D854, T100	$	71.00	each
Soil Organic Content	D2974-C	$	75.00	each
Soil pH	D4972, G51	$	46.00	each
Soil Resistivity	G187	$	215.00	each
Chloride Content		$	60.00	each
Sulfate Content		$	60.00	each

SOIL BEARING PRESSURE TESTS				
Test	**Standard Test Method†**	**Fee**		
California Bearing Ratio, Single Point ***(proctor not included)***	D1883, T193	$	350.00	each
California Bearing Ratio, 3 Points ***(proctor not included)***	D1883, T193	$	650.00	each

SOIL BEARING PRESSURE TESTS (continued)				
Test	**Standard Test Method†**	**Fee**		
Stabilized Soil UC Strength, 1 Point ***(proctor not included)***	D1633, D5102	$	175.00	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	$	950.00	each
Eades and Grim Test (Opt. Lime Content)	C977	$	175.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

Revised 8/1/2016

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	15.00	each
Unconfined Compressive Strength	D2166, T208	$	50.00	each
Direct Shear, 1 Point	D3080, T236	$	300.00	each
Direct Shear, 3 Points	D3080, T236	$	400.00	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	210.00	each
Consolidation without Time Rate Plots	D2435-Modified	$	345.00	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	450.00	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	630.00	each
One Dimensional Free Swell	D4546	$	155.00	each
One Dimensional Swell, Percent Heave	D4546	$	250.00	each
One Dimensional Swell with Consolidation	D4546	$	465.00	each
Expansion Index	D4829	$	185.00	each
Denver Swell Test		$	95.00	each
Permeability, Rigid Wall	D2434	$	420.00	each
Permeability, Flexible Wall	D5084-C	$	380.00	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	475.00	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,250.00	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	210.00	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	575.00	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	285.00	each
Triaxial Compression, UU Saturated, 3 Points	D2850-Modified	$	790.00	each
Triaxial Test, TEX117E, Part I	TEX117E	$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX117E	$	2,250.00	each

AGGREGATE TESTS

Test	**Standard Test Method†**	**Fee**		
Acid Solubility	AWWA B100	$	115.00	each
Clay Lumps and Friable Particles, per size *(see note below)*	C142, T112	$	75.00	each
Coarse Specific Gravity & Absorption	C127, T85	$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	$	105.00	each
Coarse Durability	D3744, T210	$	140.00	each
Fine Durability	D3744, T210	$	140.00	each
Flat and Elongated Particles, per size *(see note below)*	D4791	$	110.00	each
Fractured Faces, per size *(see note below)*	D5821, T335	$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535	$	350.00	each
Los Angeles Abrasion, Small Aggregate	C131, T96	$	275.00	each
Mortar Sand Strength	C87, CTM515	$	580.00	each
Organic Impurities	C40, T21	$	65.00	each
Sand Equivalent, 3 points	D2419, T176	$	115.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	$	78.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

AGGREGATE TESTS (continued)

Sieve Analysis, Fine	C136, T27	$	78.00	each
Sieve Analysis, Coarse	C136, T27	$	78.00	each
Soundness of Aggregate* *(see note below)*	C88, T104	$	300.00	each
Unit Weight	C29, T19	$	40.00	each
Water Content	D2216, C566, T255	$	25.00	each
Texas Wet Ball Mill	TEX116E	$	250.00	each
Decantation Wash	TEX406A	$	40.00	each
**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*				

CONCRETE TESTS

Test	Standard Test Method†	Fee		
Concrete Compression	C39	$	22.00	each
Concrete Core Compression	C42	$	40.00	each
Concrete Creep	C512	$	2,000.00	each
Concrete Cylinder Unit Weight	C567	$	50.00	each
Concrete Drying Shrinkage, set of 3	C157	$	500.00	each
Concrete Flexural Strength	C78	$	50.00	each
Concrete Modulus of Elasticity	C469	$	300.00	each
Concrete Splitting Tensile Strength	C496	$	90.00	each
Concrete Core Thickness	C174	$	20.00	each
Concrete Laboratory Trial Batch	C192	$	1,250.00	each
RCC Compression	C39	$	65.00	each
Shotcrete Compression	C1140	$	80.00	each
Concrete Absorption after 3-Hour Boil	C497	$	160.00	each
Concrete Absorption after 5-Hour Boil	C497, C642	$	160.00	each
Concrete Absorption after 10-Minute Soak	C497	$	105.00	each
CLSM Compression	D4832	$	22.00	each
Concrete Permeability	COE CRD C 48	$	2,800.00	each
Concrete Chloride Ion Penetration	C1202	$	750.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	**Standard Test Method†**	**Fee**		
Air Voids Determination *(calculation only)*	D3203	$	50.00	each
VMA Determination *(calculation only)*		$	55.00	each
VFA Determination *(calculation only)*		$	55.00	each
Volumetric Properties *(calculation only)*		$	55.00	each
Gradation of Extracted Aggregate	D5444	$	120.00	each
AC Core Thickness	D3549	$	15.00	each
AC Content by Extraction	D2172	$	210.00	each
Hveem Stability	D1560	$	340.00	each
Hveem Stability without Compaction	D1560	$	175.00	each
AC Content by Ignition Oven	D6307, T308	$	150.00	each
AC Ignition Oven Calibration *(determination of mix correction)*	D6307	$	315.00	each
AC Moisture Content	T329	$	55.00	each
AC Content by Nuclear Gauge	D4125	$	220.00	each
Marshall Stability and Flow *(does not include compaction)*	D6927	$	160.00	each
AC Swell	CTM305	$	110.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	55.00	each

DESIGN AND DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Centrifuge Kerosene Equivalent	CTM303	$	250.00	each
Film Stripping	CTM302	$	130.00	each
Index of Retained Strength	D1075	$	1,050.00	each
Unit Weight, Gyratory Method	T312	$	370.00	each
Unit Weight, Hveem Method	D1561	$	300.00	each
Unit Weight, Marshall Method	D6926	$	220.00	each
Maximum Theoretical Specific Gravity	D2041	$	85.00	each
Mix Design, Hveem Method W/RAP		$	7,600.00	each
Mix Design, Hveem Method		$	5,400.00	each
Mix Design, Marshall Method		$	3,000.00	each
Mix Design, Superpave Method		$	6,000.00	each
Caltrans Opt Bitumen Content OGFC	CTM368	$	1,575.00	each
Hamburg Wheel Track, Set of 2		$	1,100.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

METAL TESTS

METAL TESTS				
Test	**Standard Test Method†**	**Fee**		
Bend	A370, E290	$	40.00	each

DIMENSION STONE TESTS

DIMENSION STONE				
Test	**Standard Test Method†**	**Fee**		
Dimension Stone, Absorption/Spec. Grav.	C97	$	220.00	set/5
Dimension Stone, Compressive Strength	C170	$	220.00	set/5
Dimension Stone, Flexural Strength	C880	$	220.00	set/5
Dimension Stone, Modulus Of Rupture	C99	$	220.00	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	**Standard Test Method†**	**Fee**		
Rock Sample Preparation	D4543	$	160.00	each
Sample Crushing		$	125.00	each
Sample Cutting and Trimming		$	31.00	each
Sample Mixing and Processing		$	45.00	each
Sample Preparation		$	45.00	each
Sample Preparation, per hour		$	56.00	each
Sample Remolding		$	80.00	each
Contamination Fee		$	250.00	each
Sample Disposal Fee		$	10.00	each

EQUIPMENT CHARGE

EQUIPMENT CHARGE			
Equipment / Test	**Fee**		
Nuclear Density Gauge	$	160.00	Day
Nuclear Density Gauge	$	26.00	Test
Lime Depth Check	$	30.00	each
Vehicle Charge	$	50.00	each
Vehicle Mileage	$	Current IRS Rate	Mile

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

Revised 8/1/2016

Commissioners Court - Regular Session **15.**

Meeting Date: 08/28/2018

Discuss consider and take appropriate action on approval of the final plat for the Coupland Estates subdivision - Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Coupland Estates subdivision - Pct 4.

Background

This proposed subdivision consists of 18 lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Coupland Estates

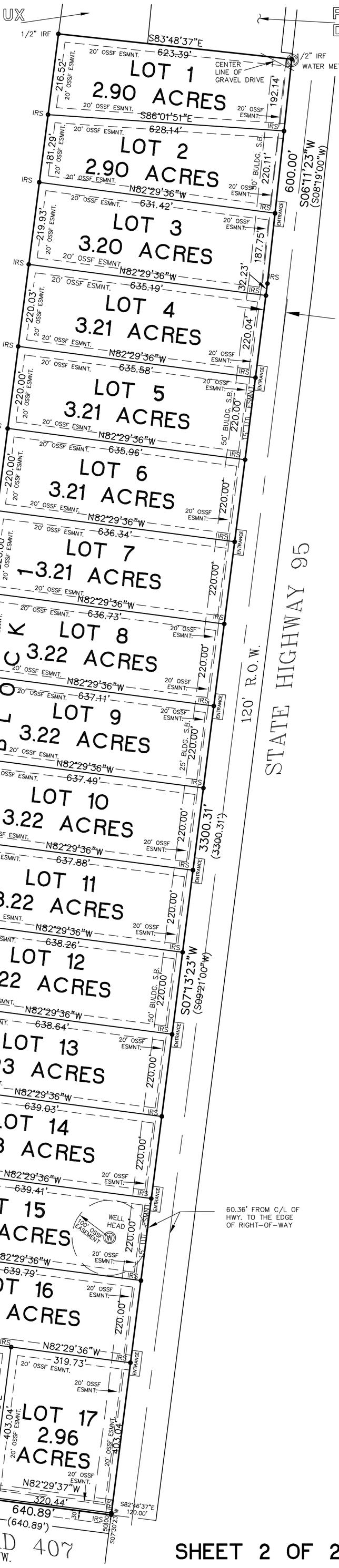
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Adam Boatright		Started On: 08/02/2018 11:41 AM
Final Approval Date: 08/23/2018		

BENITO CHAIDEZ, ET UX
DOC. # 1999044634
C/O MIGUEL & CARMELA CHAIDEZ
121 KATHY ROAD
TAYLOR, TEXAS 76574-5464

RICHARD McCLUNEY
DOC. # 2013062119
110 KATHY ROAD
TAYLOR, TEXAS 76574

WILLIAMSON PATTERSON SURVEY
ABSTRACT NO. 513



ARTIE B. ROZNOVAK
DOC. 2005092681
505 E. LAKE DRIVE, UNIT # 205
TAYLOR, TEXAS 76574-1815

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.

"SEWER SERVICE FOR THIS SUBDIVISION WILL BE BY ON-SITE SEWAGE FACILITY".

ENTRANCE — DENOTES REQUIRED DRIVEWAY LOCATIONS

TYPICAL LOT
WITH UTILITY EASEMENTS

FINAL PLAT

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

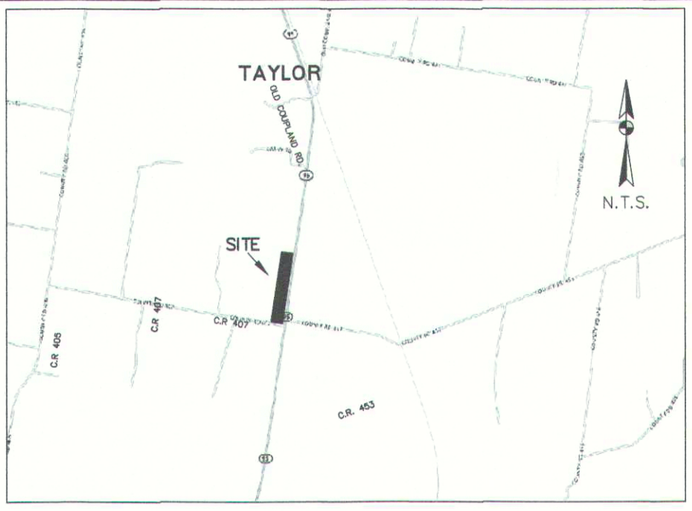
LEGEND

IRF – STEEL ROD FOUND
IRS – 1/2" REBAR SET WITH "POLLOK & SONS" CAP
CP – CORNER POST
DD°MM'SS" DIST.' – FIELD
(DD°MM'SS" DIST.') – RECORD
— x — BARBED WIRE FENCE
POWER/UTILITY POLE
(W) WATER WELL/WATER METER (AS NOTED)
(S) SEPTIC TANK
— O — CHAIN LINK FENCE
— II — WOOD PRIVACY FENCE
ENTRANCE — DENOTES REQUIRED DRIVEWAY LOCATIONS

POLLOK & SONS SURVEYING, INC
FIRM NO. 10052700
FLORESVILLE, TEXAS
(830) 393-4770

JOB NO. 17-0405

NO.	DATE	DESCRIPTION	BY
4	08-14-2018	ADDRESSED ADDITIONAL COMMENTS	
3	08-06-2018	ADDED 100' OSSF ESMNT TO LOT 15	
2	05-11-2018	FINAL PLAT SUBMITTAL	
1	03-23-2018	SUBMITTAL	



SUBDIVISION PLAT ESTABLISHING

COUPLAND ESTATES

PLAT OF 56.90 ACRES OF LAND OUT OF THE WILLIAMSON PATTERSON SURVEY, ABSTRACT NO. 513, WILLIAMSON COUNTY, TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO E6 LAND & CATTLE, LLC IN THE DEED OF RECORD IN DOCUMENT NO. 2018007409 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

THIS PLAT CONTAINS A TOTAL OF 18 LOTS CONSISTING OF A TOTAL OF 56.90 ACRES OF LAND IN WILLIAMSON COUNTY, TEXAS.

NO PORTION OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE "X" AS DELINEATED ON COMMUNITY-PANEL NO. 48491C0545E, DATED SEPTEMBER 26, 2008, AS PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FOR UNINCORPORATED AREAS OF WILLIAMSON COUNTY, TEXAS.

OWNERS DEDICATION
STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

E6 LAND & CATTLE, LLC OWNER OF THE CERTIAN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRENTY DEED RECORDED IN DOCUMENT NO. 20180007409 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HERBY SUBDIVIDED SAID TRACT AS SHOWN HEREON AND DO HERBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HERON AN DO HERBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS COUPLAND ESTATES.

TO CERTIFY WHICH, WITNESS BY HAND THIS 14th DAY OF August, 2018.

E6 LAND AND CATTLE COMPANY LLC
145 AXIS TRAIL
BASTROP, TEXAS 78602

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 14th DAY OF August, 2018.

NOTARY PUBLIC, STATE OF TEXAS
Vicki Tate
(PRINTED NAME)
COMMISSION EXPIRES: 7-30-22

VICKI TATE
MY COMMISSION EXPIRES
JULY 30, 2022
NOTARY ID: 11301879

OWNERS RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER NOT THE COUNTY TO ASSURE COMPLIANCE WITH THE PROVISION OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITYFOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PATICULAR MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXSPENCE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTANCE BY THE COUNTY.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES

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

J. TERRON EVERTSON, PE, DR, CFM — DATE 8/16/18
COUNTY ENGINEER

DEVELOPEMENT NOTES

NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY, FLOODPLAIN ADMINISTRATOR. THE MINIMUM LOWEST FINISH FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE WHICH EVER IS HIGHER.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON THE GROUND SURVEY, MADE UNDER MY SUPERVISION, ON THE 29TH DAY OF NOVEMBER, 2017 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

LARRY J. POLLOK, R.P.L.S. #5186
P.O. BOX 475, FLORESVILLE, TEXAS 78114
(830) 393-4770

STATE OF TEXAS REGISTERED LARRY J. POLLOK 5186 PROFESSIONAL LAND SURVEYOR

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

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

DEVELOPER ENSURES THAT POSITVE DRAINAGE WILL OCCUR THROUGHOUT THE ENTIRE TRACT AND IMPROVEMENTS WILL BE MADE IF DRAINAGE PROBLEMS BECOME APPARENT.

REFERENCE:
VOL. 430, PG. 546 – DEED
VOL. 127, PG. 338 – ACCESS ESMNT.
VOL. 286, PG. 289 – ELEC. ESMNT. (BLNKT.)
VOL. 286, PG. 298 – ELEC. ESMNT.
VOL. 286, PG. 300 – ELEC. ESMNT.
VOL. 355, PG. 281 – ELEC. ESMNT.

FINAL PLAT

STATE OF TEXAS
COUNTY OF WILLIAMSON

FIELD NOTES FOR 56.90 ACRES OF LAND

BEING 56.90 ACRES OF LAND OUT OF THE WILLIAMSON PATTERSON SURVEY, ABSTRACT NO. 513, WILLIAMSON COUNTY, TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO E6 LAND & CATTLE, LLC IN THE DEED OF RECORD IN DOCUMENT NO. 2018007409 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set ½" rebar with a "Pollok & Sons" cap at the intersection of the westerly right-of-way of State Highway 95 and the northerly right-of-way of County Road 407 for the southeasterly corner of this tract;

THENCE North 82° 29' 37" West, with said right-of-way of County Road 407, a distance of 640.89 feet to a set ½" rebar with a "Pollok & Sons" cap for the southeasterly corner of the Artie B. Roznovak land as described in Document No. 2005092681 of the Deed Records of Williamson County, Texas and the southwesterly corner of this tract;

THENCE North 07° 19' 23" East, with the common line of said Roznovak land, a distance of 3885.80 feet to a found ½" pin for the southwesterly corner of the Benito Chaidez, et ux land as described in Document No. 1999044634 of the Deed Records of Williamson County, Texas and the northwesterly corner of this tract;

THENCE South 83° 48' 37" East, with the common line of said Chaidez land and of the Richard McCluney land as described in Document No. 2013062119 of the Deed Records of Williamson County, Texas, in all a distance of 623.39 feet to a found ½" pin on the aforementioned westerly right-of-way of State Highway 95 for the southeasterly corner of said McCluney land and the northeasterly corner of this tract;

THENCE with said right-of-way of State Highway 95 as follows:
South 06° 11' 23" West, a distance of 600.00 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 07° 13' 23" West, a distance of 3300.31 feet to the POINT OF BEGINNING and containing 56.90 acres of land.

The bearing system is based on NAD83, Texas Central.

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

EXCEPT IN CERTIAN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILTY REQUIREMENTS, THE MINIMUM FINISH FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

MAILBOXES

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

WILLIAMSON COUNTY ADDRESSING COORDINATOR,

(PRINTED NAME) Teresa Baker 8/16/18
Teresa Baker

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

COUNTY CLERK'S CERTIFICATION

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

I NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CETIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTIFICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____A.D. AT _____ O'CLOCK __M, AND DULY RECORDED THIS THE DAY OF __ _____20__ A.D. AT _____O'CLOCK __M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____ TO CERTIFY WHICH WITNESS MY HAND AND SEAL AT THE COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABVE WRITTEN.

NANCY RISTER, COUNTY CLERK COURT
OF WILLIAMSON COUNTY, TEXAS
BY: _____ DEPUTY
_____(PRINTED NAME)

Commissioners Court - Regular Session **16.**

Meeting Date: 08/28/2018

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 10:30 AM
Final Approval Date: 07/26/2018		

Commissioners Court - Regular Session **17.**

Meeting Date: 08/28/2018

Great Oaks Drive Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Great Oaks Drive Bridge at Brushy Creek project, a Road Bond Project in Commissioner Pct. 1.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Great Oaks Drive Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:26 AM
Form Started By: Dawn Haggard		Started On: 08/15/2018 11:34 AM
Final Approval Date: 08/23/2018		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Proposed Reconstruction of the Great Oaks Drive Bridge at Brushy Creek
County (ies) Williamson
USGS Quadrangle Name and Number Round Rock
UTM Coordinates Zone 14 E 621339 N 3377286

Location Great Oaks Drive and Brushy Creek, Williamson County, Texas
Federal Involvement ■ Yes ❑ No
Name of Federal Agency Fort Worth District – United States Army Corps of Engineers
Agency Representative James E. Barrera

II. OWNER (OR CONTROLLING AGENCY)

Owner (Controlling Agency) Williamson County
Representative Dan A. Gattis, County Judge
Address 710 South Main St., Suite 101
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) 512.943.1550 Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor same as above
Representative
Address
City/State/Zip
Telephone (include area code) 512.943.1550 Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Steven Ahr, Ph.D.
Affiliation AECOM
Address 13355 Noel Road, Fourth Floor
City/State/Zip Dallas, TX 75240
Telephone (include area code) 830.355.7932 Email Address steve.ahr@aecom.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 20, 2018
Requested Permit Duration 4 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) see attached research design

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility AECOM, Dallas
Permanent Curatorial Facility Texas Archeological Research Laboratory - University of Texas

IV. LAND OWNER'S CERTIFICATION

I, Dan A. Gattis, County Judge, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be preformed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, same as above, as legal representative of the Sponsor, same as above, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Steven Ahr, as Principal Investigator employed by AECOM (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date August 8, 2018

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us
3/3/09

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

RESEARCH DESIGN

ARCHAEOLOGICAL SURVEY FOR THE PROPOSED RECONSTRUCTION OF THE GREAT OAKS DRIVE BRIDGE AT BRUSHY CREEK WILLIAMSON COUNTY, TEXAS

Prepared by:

AECOM
Steven W. Ahr, Principal Investigator

August 2018

1. PROJECT DESCRIPTION

AECOM has been selected by Williamson County, Texas (County) to provide professional environmental planning services to aid in the proposed reconstruction of the Great Oaks Drive Bridge over Brushy Creek (Project), located in the City of Round Rock Extra-Territorial Jurisdiction and the Brushy Creek Municipal Utility District (**Exhibit 1**).

The Project involves modifications to sections of roadways intersecting Great Oaks Drive in the general Project area: Brushy Creek Road/Hairy Man Road to the south of the bridge, and Oak Ridge Drive to the north. Our current understanding is that the bridge will be shifted east by approximately 34 feet (ft) and widened from 32.5 ft to 76 ft to accommodate future traffic needs and mitigate flood risk associated with the existing bridge. The relocation of the bridge to the east (downstream in Brushy Creek) will position the roadway to more closely align with a disconnected section of Great Oaks Drive to the north. This realignment would allow the two roadway sections to potentially be connected as part of a separate project in the future. At the intersection of Great Oaks Drive and Brushy Creek Road/Hairy Man Road, the following improvements are currently proposed:

- Left and right turn lanes on northbound Great Oaks Drive to facilitate north to west and north to east traffic movements;
- Left turn lane on Hairy Man Road (westbound) to facilitate west to south movements;
- Left and right turn lanes on eastbound Brushy Creek Road to facilitate east to north and east to south movements

Under Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, and in accordance with Advisory Council on Historic Preservation regulations pertaining to the protection of historic properties (36 Code of Federal Regulations [CFR] 800), prior to permit issuance or funding, federal agencies are required to locate, evaluate, and assess the effects of their undertaking on historic properties. Historic properties are defined as those properties that are included in, or eligible for inclusion in the National Register of Historic Places (NRHP). It is anticipated that United States Army Corp of Engineers-Fort Worth District (USACE-Fort Worth) permitting would be required for this project. As such, the Project would constitute a federal undertaking subject to review requirements under Section 106. In addition, because the Project is being developed by the County on lands owned by the Brushy Creek and Fern Bluff Municipal Utility Districts, which are political sub-entities of the State of Texas, it falls within the purview of the Antiquities Code of Texas, which requires the Texas Historical Commission (THC) to review actions that have the potential to disturb prehistoric or historic sites within the public domain. Therefore, AECOM is submitting this Antiquities Permit application and Research Design in order to conduct an intensive archaeological survey of the Project, which will enable the County to meet applicable cultural resources compliance requirements of the NHPA and the Antiquities Code of Texas.

AECOM is currently evaluating an approximately 13-acre Area of Potential Effect (APE) for archaeological resources. The depth of impacts is unknown at this time, but once engineering schematics are finalized, it is anticipated that two or more meters (m) of vertical alluvial deposits could be disturbed at the crossing.

2. BACKGROUND REVIEW

Geology

The APE is underlain by Lower Cretaceous Edwards Limestone (Ked), which contains limestone, dolomite, and chert. The limestone is fine grained, massive to thin bedded, and medium gray to grayish brown. Chert nodules are common throughout this formation (Bureau of Economic Geology [BEG] 1974). Holocene-age alluvium (Qal) is mapped within the Brushy Creek channel, extending from County Road 174, across the Brushy Creek channel, to approximately 60 m south of Oak Ridge Drive. These deposits consist of clay, silt, sand, and gravel and are also present on low terraces. Fluvial morphological features preserved in these deposits may include point bars, oxbows, and abandoned channel segments, which may have been ideal settings for prehistoric use (BEG 1974).

Soils

Soils in the APE are shown in **Exhibit 2** and summarized in **Table 1**. The Eckrant-Rock outcrop association, 1 to 10 percent slopes (ErE), makes up approximately 27.5 percent of the APE, and is found on the uplands on the south side of Brushy Creek. The Eckrant soils consist of well-drained, moderately slowly permeable soils that are very shallow (<30 centimeters [cm]) over limestone bedrock, exhibiting an A1-A2-R horizon sequence. These nearly level to very steep soils formed in residuum weathered from limestone, and as such, exhibit little to no potential to contain buried and intact cultural materials. These soils closely parallel the Brushy Creek channel and contain 15 to 20 percent limestone cobbles and gravels within the clayey matrix (Natural Resources Conservation Service [NRCS 2018]).

Oakalla soils, 0 to 1 percent slopes (OC), make up approximately 57.4 percent of the APE and are channeled and frequently flooded within the floodplain of the project. The Oakalla series consist of very deep well drained soils that formed in loamy alluvium of recent (Holocene) age. These soils are on nearly level to gently sloping floodplains, and exhibit a generalized Ap-Ak1-Ak2-Bk1-Bk2 horizon sequence to a minimum recorded depth of 200 cm (NRCS 2018). As such, these soils exhibit a relatively high potential to contain buried and intact archaeological materials.

Queeny clay loam soils, 1 to 5 percent slopes (QuC), comprise approximately 3.9 percent of the APE and are found on the north side of Brushy Creek. This series consist of very shallow (<30 cm) and well drained soils over a petrocalcic horizon, and are located on ancient terraces. These formed in loamy sediments over sand and gravel deposits, and exhibit a generalized A-Bkkm-Ck-2C horizon sequence. Soil series data suggest the depths to the petrocalcic (indurated) horizon are as little as nine inches below the surface (NRCS 2018). Based on the proximity to Brushy Creek, which has the potential for periodic flooding, it is possible that thin overbank sediment veneers containing shallow buried cultural materials could be present within the APE. Any such buried archaeological deposits would possibly be within the range of standard shovel test depths.

Sunev silty clay loam, 1 to 3 percent slopes (SuB), comprises approximately 11.2 percent of the APE and these soils are found on alluvial terraces located on the north side of Brushy Creek (NRCS 2018). These soils consist of very deep, well drained soils that formed in loamy alluvium, and exhibit a generalized Ap-A-Bk1-Bk2-Bk3 horizon sequence to a recorded depth of 183 cm. The age of the terrace deposits is currently unknown. Given the proximity to the creek, the potential for deeply buried and intact archaeological deposits is considered high.

Table 1. Soils and Archaeological Potential within the APE (NRCS 2018)

Map Unit Symbol	Map Unit Name	Acres	Percent of APE	Parent Material	Setting	Archaeological Potential
ErE	Eckrant-Rock outcrop association, 1 to 10 percent slopes	3.6	27.5	Residuum weathered from limestone	Ridges, footslope, summit, shoulder	Low
Oc	Oakalla soils, 0 to 1 percent slopes, channeled, frequently flooded	7.6	57.4	Loamy alluvium	Floodplains	High
QuC	Queeny clay loam, 1 to 5 percent slopes	0.5	3.9	Gravelly alluvium	Paleoterraces	Moderate
SuB	Sunev silty clay loam, 1 to 3 percent slopes	1.5	11.2	Loamy alluvium	Terraces	High

Potential Archeological Liability Mapping

Based on a review of Texas Department of Transportation's (TxDOT's) Austin District Hybrid Potential Archeological Liability Mapping (Austin-HPALM) model, the APE exhibits 62 percent high integrity potential, and 20 percent moderate integrity potential, for intact sites at depths deeper than one meter. Approximately 25 percent of the APE exhibits moderate shallow potential, and 23 percent exhibits low shallow potential (**Table 2; Exhibit 3**).

Table 2. HPALM Archaeological Integrity Potential in APE (After Abbott and Pletka [2015])

Integrity Value	Description	Percent of Study Area
1	Low Potential	16
2	Low Shallow Potential, Moderate Potential at Depth (>1 m)	7
4	Moderate Shallow Potential, Low Potential at Depth	2
5	Moderate Potential	13
6	Moderate Shallow Potential, High Potential at Depth	12
9	High Potential	50

Texas Archeological Sites Atlas Review

A background review of the Texas Archeological Sites Atlas (TASA) indicates that six previous archaeological surveys have been conducted within 1,000 m (3,280 ft) of the APE (**Table 3; Exhibit 4**). Three of these previous surveys intersect and encompass a majority of the APE. However, details about the intensity of the previous investigations within the APE could not be determined from the TASA.

Three previously recorded archaeological sites were identified within 1,000 m of the APE (**Table 4; Exhibit 4**). Two sites (41WM166 and 41WM167) contain historic ranch components. Site 41WM1062 lacks site data and therefore has an unknown cultural affiliation. The eligibility of all three sites is currently undetermined. None of the previously recorded sites are located within the APE (TASA 2018).

Table 3. Previous Archaeological Investigations within 1,000 m of the APE

Type	Date	Antiquities Permit No.	Agency/Firm	Description	Distance from APE
Survey	1987	N/A	USACE Fort Worth District	Survey for the Brushy Lake Creek Interceptor	0
Survey	1998	N/A	City of Cedar Park	Linear survey	820 m west
Survey	2000	2490	Brush Creek PUD / Hicks and Company, Inc.	Survey for proposed hike and bike trail and 26 acre park in Round Rock. Project cleared to proceed.	0
Survey	2000	2508	Texas Parks and Wildlife Department	Survey of section of Fern Bluff Municipal Utility District in Williamson County. One site found. Project cleared to proceed.	550 m east
Survey	2002	2723	Texas Parks and Wildlife Department / Fern Bluff Municipal Utility District (MUD) ACS Group	Survey of Glen Canyon and Montana Falls Parks Improvement project. No sites found. Project cleared to proceed.	200 m southeast
Survey	2002	2768	USACE Fort Worth District / Brushy Creek MUD / Paul Price Associates, Inc.	152-acre survey of proposed Brushy Creek Surface Water Supply System, Williamson County. Project cleared to proceed.	0

Source: TASA (2018)

Table 4. Previously Recorded Archaeological Sites within 1,000 m of the APE

Site	Cultural Period(s)	Site Description	Recommendation	Distance from APE
41WM166	Historic (Phinney) Ranch	1.5 story rock structure consisting of either milk house or spring house	Eligibility undetermined. Testing was recommended.	550 m southwest
41WM167	Historic (Phinney) Ranch	Old house site with possible fireplace foundation and stone fences.	Eligibility undetermined	260 m east
41WM1062	No data	No data	No data	670 m west

Source: TASA (2018)

Prehistoric archaeological sites within Williamson County commonly include campsites, lithic procurement sites, and burned rock middens (Fields et al. 1996). These sites are found most frequently along streams, stream confluences, and in upland margins and terraces. Sites in floodplain settings can be deeply buried, while sites located in upland contexts are typically found at or near the surface. Historic archaeological sites and cemeteries are usually located near historic transportation routes in upland settings, and often consist of aboveground structures, structural elements, and/or buried (archaeological) historic deposits. Historic sites generally exhibit greater surface visibility, either because they are not buried as deeply as prehistoric sites or they were not buried at all. Within Williamson County, common historic sites include early settlement sites, farmsteads, ranches, cemeteries, stone walls, mills, lime kilns, and industrial sites. Given the above observations, as well as the occurrence of numerous historic and prehistoric archaeological sites in the surrounding region, the APE exhibits a high potential for containing unrecorded prehistoric and historic sites.

3. SURVEY METHODS

Field Methods

AECOM proposes to conduct an intensive archaeological survey of the APE. All field investigations would conform to THC's Archeological Survey Standards for Texas, and all archaeological investigations would be supervised by an archaeological professional meeting the United States Secretary of the Interior's Professional Qualification Standards for Archeology and Historic Preservation, and professional qualification requirements for Principal Investigator (13 Texas Administrative Code [TAC] 26.4). Components of the survey may include pedestrian reconnaissance, stream cutbank recording, shovel testing and/or mechanical subsurface testing, artifact inventories, site recording, and impact assessment. All exposed ground surfaces in the APE would be examined for evidence of archaeological resources. Manual excavation of shovel tests would be done on a judgmental basis and would be conducted where the APE exhibits potential to contain buried archaeological deposits. Shovel tests would be 30 centimeters (cm) in diameter and would be excavated to the bottom of Holocene deposits, if possible. Shovel tests would be dug in 20-cm levels and all excavated soil screened through ¼ inch hardware cloth. Location, depth, soil strata, and presence/absence of cultural materials would be recorded for each shovel test. All shovels tests would be backfilled upon completion.

Backhoe trenches may be required if portions of the APE exhibit potential for containing deeply buried archaeological and intact deposits (i.e., greater than 1 m). The need for backhoe trenches would be evaluated during the pedestrian survey and shovel testing phases of fieldwork. If deemed necessary, and once approved by the landowner(s), backhoe trenches would be approximately 4 m in length, 1 m wide, and 1 to 3 m deep, depending on the depth of Holocene deposits. In accordance with the Texas Utility

Code, at least 48 hours of prior notification would be given to Texas Excavation Safety System (Texas811) damage prevention service before any trench excavations occurred. Trench walls would be closely inspected for cultural materials and subjected to detailed soil descriptions. Entry into trenches would be conducted in accordance with Occupational Safety and Health Administration trench safety standards. Standard soil descriptions would include horizon, color, texture, structure, roots, consistence, percentage of coarse fragments, carbonate abundance, type and morphology, and cultural inclusions (Schoenberger et al. 2002). Trenches would be photographed and then immediately backfilled to the original level.

Site Recording

If archaeological deposits are identified in the APE, site boundaries would be delineated either by the surficial extent of artifacts, and/or by shovel testing. The location of all shovel tests, trenches, features, and other salient features of the site would be recorded. A temporary field designation would be assigned to each site, and a TexSite form would be completed and submitted to the Texas Archeological Research Laboratory (TARL) for assignment of a trinomial.

Site Assessment

All newly discovered sites would be evaluated for NRHP eligibility and whether they meet the criteria to merit designation as a State Antiquities Landmark (SAL). In general, for a site to be considered eligible for the NRHP or to merit SAL designation, the site must be able to contribute important information for understanding prehistory or history, and the site must retain integrity.

4. REPORT

AECOM will prepare and submit a draft technical report that summarizes the findings of the survey. The report would provide recommendations for further work or no further work, with appropriate justifications, and would conform to the Council of Texas Archeologists' guidelines for cultural resources management reports. Following a period of review and comment, the draft report would be submitted to the THC for review. After addressing any THC comments, AECOM will submit a final report to the client. AECOM will also furnish the THC with one printed copy of the final report, which shall be an unbound copy that contains at least one map with the plotted location of any and all sites recorded, and two copies of a tagged PDF format of the report on an archival quality CD or DVD. One of the tagged PDFs would include the plotted location of any and all sites recorded, and the other would not include the site location data.

5. CURATION

Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at an approved Texas curatorial facility.

REFERENCES

Abbott, J.T., and S. Pletka

2015 *Data Release: The Austin District HPALM Model*. Report on File, Environmental Affairs Division, Texas Department of Transportation, Austin.

Bureau of Economic Geology [BEG]

1974 *Geologic Atlas of Texas, Austin Sheet,* Bureau of Economic Geology, The University of Texas at Austin.

Fields, R., M. Howard, B. Cruse, and D. Peter

1996 Draft Standards for Intensive Archeological Survey in Texas. *Council of Texas Archeologists Newsletter* 20(2).

Natural Resources Conservation Service (NRCS)

2018 *Web Soil Survey*. Electronic database, http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm, accessed July 23, 2018.

Schoenberger, P.J., Wysocki, D.A., Benham, E.C., Broderson, W.D. (Eds)

2002 *Field Book for describing and sampling soils. Version 2.0*. Natural Resources Conservation Service, National Soil Survey Center, Lincoln, NE.

Texas Archeological Sites Atlas (TASA)

2018 Electronic database, http://nueces.thc.state.tx.us/, accessed July 23, 2018.

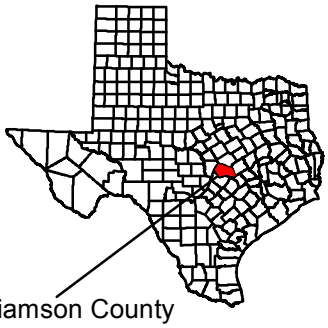


Great Oaks Drive at Brushy Creek

Exhibit 1: Study Area

Area of Potential Effect

0 50 100 Meters





Great Oaks Drive at Brushy Creek

Exhibit 2: Study Area Soils

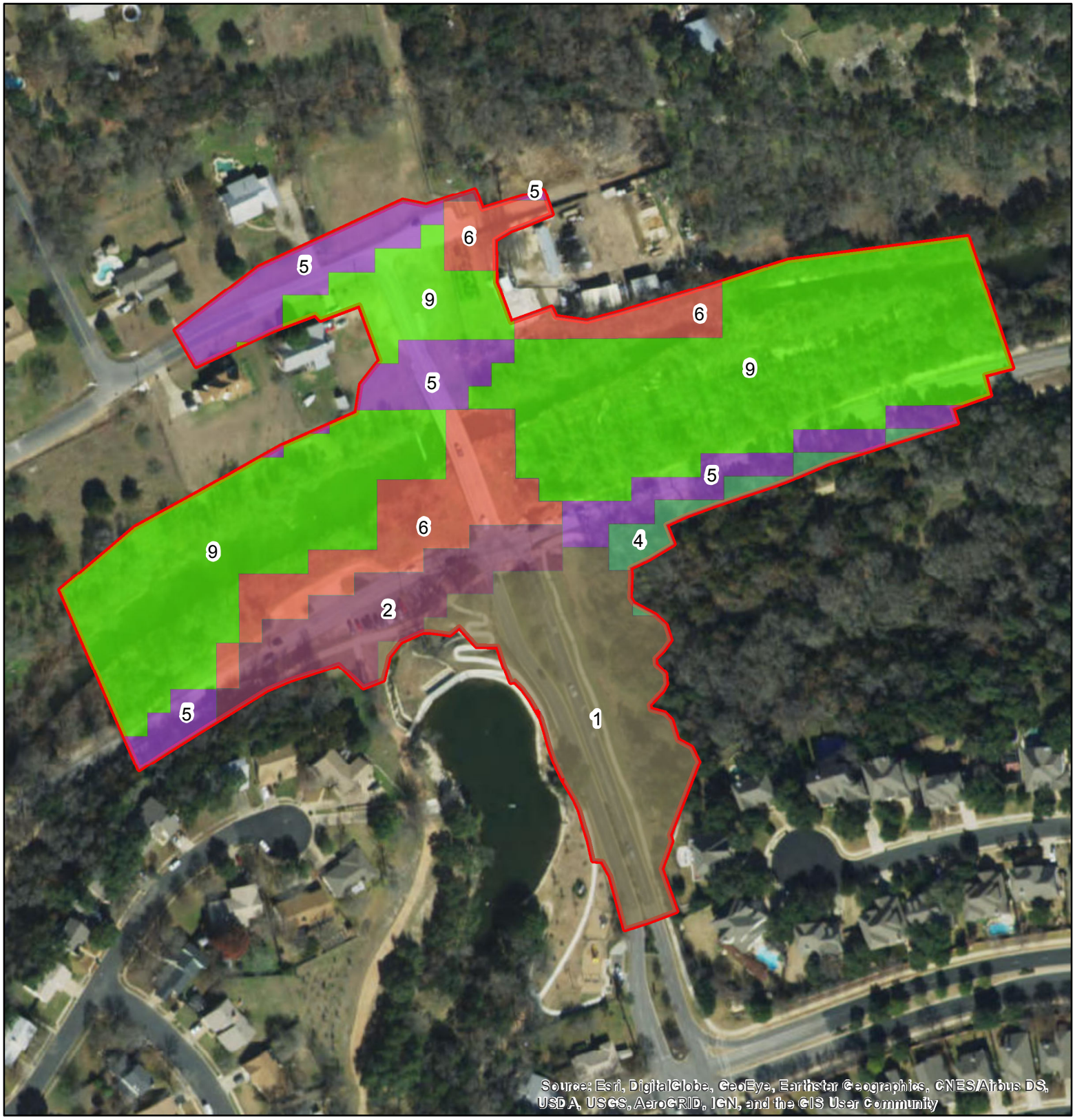
Area of Potential Effect

0 50 100 Meters

Soils

- ErE - Eckrant Rock outcrop
- Oc - Oakalla
- QuC - Queeny clay
- SuB - Sunev silty clay





Great Oaks Drive at Brushy Creek

Exhibit 3: HPALM Data

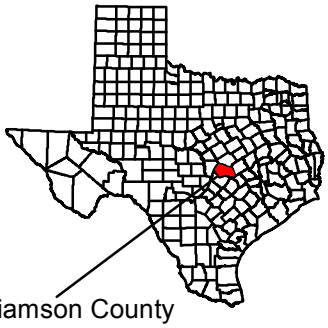
Area of Potential Effect

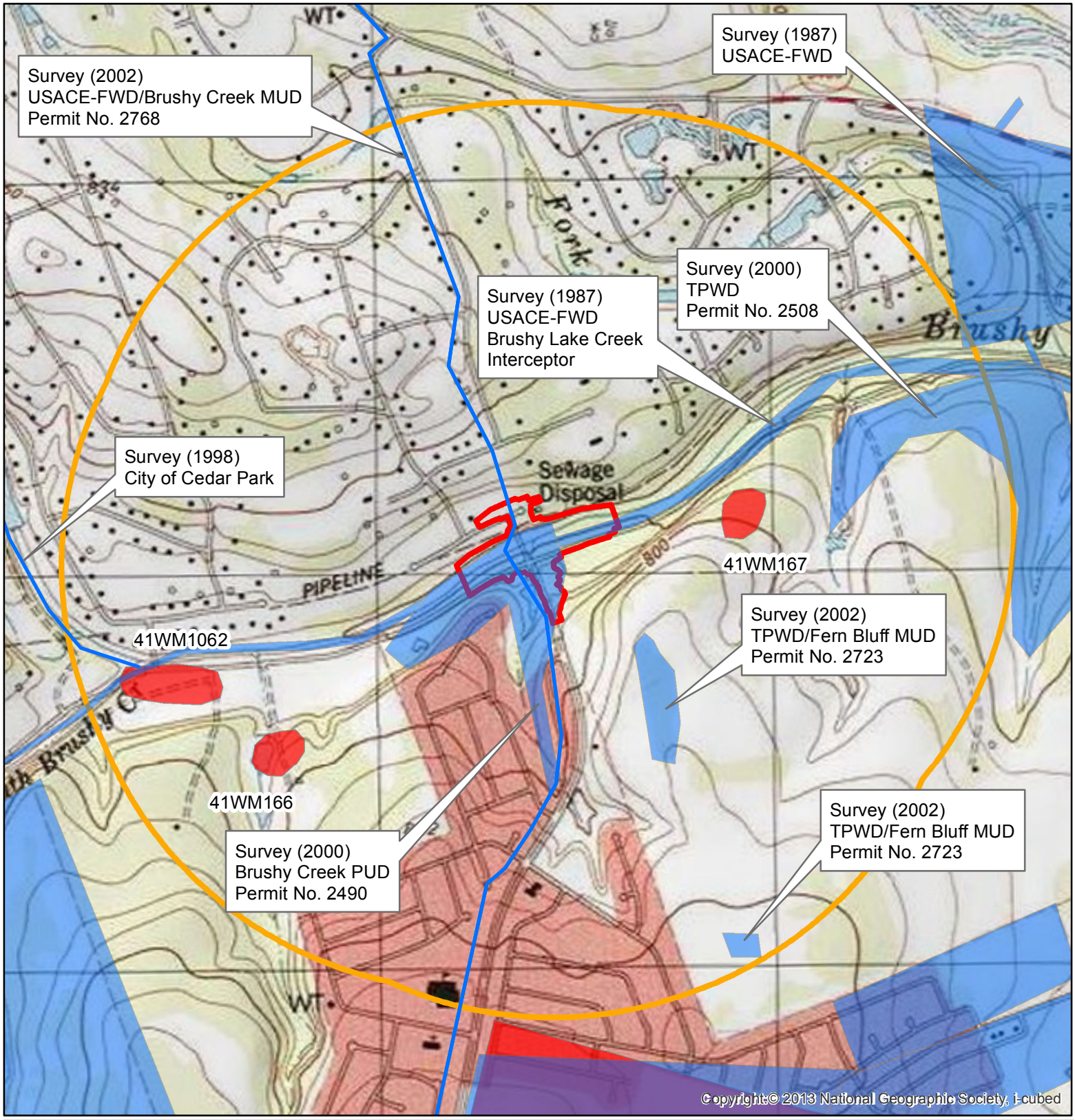
0 50 100 Meters

GRIDCODE

- 1
- 2
- 4
- 5
- 6
- 9

N



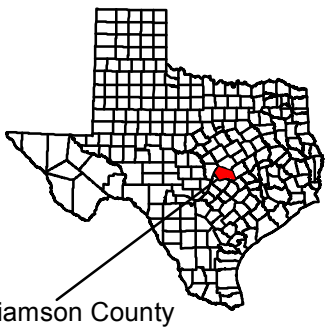


Great Oaks Drive at Brushy Creek

Exhibit 4: Previous Sites and Surveys

- Area of Potential Effect
- 1,000-Meter Site File Search Area
- Previous Survey
- Archaeological Site

0 250 500 Meters



Base Map: Round Rock, Tex. 7.5-minute topographic quadrangle

Commissioners Court - Regular Session **18.**

Meeting Date: 08/28/2018

1608-108 RM 620 Phase 2 Change Order #5

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 with Cox Commercial Construction in the amount of $8,742.74 for RM 620 Phase 2, a Road Bond project in Commissioner Pct 1. Project: P235; Funding: Road Bond.

Background

This Change Order adds items necessary for final striping that were not included in the original plans. The original contract called for Type II paint markings but did not include the matching Type I thermoplastic markings necessary for the permanent markings. These prices compare favorably with average bid prices.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1608-108 RM 620 Ph 2 Change Order No. 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:26 AM
Form Started By: Dawn Haggard		Started On: 08/22/2018 11:59 AM
Final Approval Date: 08/23/2018		

RECEIVED
AUG 21 2018
BY: PSI

Received
AUG 22 2018
HNTB Corporation
Round Rock

Received
AUG 20 2018
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Cox Commercial Construction**

2. Change Order Work Limits: Sta. **418+00** to Sta. **460+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1A** (3 Max. - In order of importance - Primary first)

Project:	***1608-108***
Roadway:	***RM 620 Ph2***
CSJ Number:	

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds items necessary for final striping that were not included in the original plans.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8/20/18

By

Typed/Printed Name DARREN OKRUHLIK

Typed/Printed Title Sr. VP

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$8,742.74**

RECOMMENDED FOR EXECUTION:

P.E. 8/20/18
Project Manager Date

N/A
Design Engineer Date

8/21/2018
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***5*** ***Project #*** ***1608-108***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	$0.56	0.00	$0.00	86.00	86.00	$48.16	$48.16
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$0.69	0.00	$0.00	7,189.00	7,189.00	$4,960.41	$4,960.41
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	$2.92	0.00	$0.00	419.00	419.00	$1,223.48	$1,223.48
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$5.83	0.00	$0.00	35.00	35.00	$204.05	$204.05
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$0.56	0.00	$0.00	4,119.00	4,119.00	$2,306.64	$2,306.64
	TOTALS				$0.00			$8,742.74	$8,742.74

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

RM 620 Phase 2
Williamson County Project No. 1608-108

Change Order No. 5

Reason for Change

This Change Order adds items necessary for final striping that were not included in the original plans. The original contract called for the Type II paint markings but did not include the matching Type I thermoplastic markings necessary for the permanent markings.

Following is a summary of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
666-6006	REFL PAV MRK TY I (W)4”(DOT)(100MIL)	86.00	LF
666-6036	REFL PAV MRK TY I (W)8”(SLD)(100MIL)	7189.00	LF
666-6042	REFL PAV MRK TY I (W)12”(SLD)(100 MIL)	419.00	LF
666-6048	REFL PAV MRK TY I (W)24”(SLD)(100MIL)	35.00	LF
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	4119.00	LF

This Change Order results in an increase of $8,742.74 to the Contract amount, for an adjusted Contract total of $6,289,321.47. The original Contract amount was $6,082,225.70. Because of this and previous Change Order’s to date, $207,095.77 has been added to the Contract, resulting in a 3.40% net increase in the Contract cost. No days will be added to the Contract as a result of this Change Order. To date a total of Thirty (30) days have been added to the Contract.

HNTB Corporation
James Klotz, P.E.

COX COMMERCIAL CONSTRUCTION
RM 620
FINAL STRIPING C.O.

	ITEM	UNIT	QTY	FLASHER U/P	+5% SUB M/U	+1% BOND M/U	TOTAL	
	REFL PAV MRK TY I (W) 4" (DOT) (100 MIL)	LF	86.00	$ 0.53	$ 0.56	$ 0.56	$ 48.34	666-6006
*	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	4119.00	$ 0.53	$ 0.56	$ 0.56	$ 2,315.15	666-~~6207~~ 2111
	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	7189.00	$ 0.65	$ 0.68	$ 0.69	$ 4,955.56	666-6036
	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	419.00	$ 2.75	$ 2.89	$ 2.92	$ 1,221.96	666-6042
	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	35.00	$ 5.50	$ 5.78	$ 5.83	$ 204.15	666-6048
							$ 8,745.15	

* 4" YELLOW SOLID MARK USED AS DOUBLE YELLOW CENTER STRIPE ON SIDE STREET.

FLASHER Equipment Co
www.flasherequipment.com

Main Office:
246 W Josephine St
San Antonio, Texas 78212
Phone: 210-736-4251
Fax: 210-736-2084

75 CR 372
Jarrell, Texas 76537
Phone: 512-746-4441
Fax: 512-746-4444

PROJECT: WILLIAMSON RM 620 CHANGE ORDER 1
DATE: JULY 19, 2018
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 10624A

PAVEMENT MARKINGS

ITEM	Description	Unit	Qty.	Price	Amount
1	REFL PAV MRK TY I (W) 4" (DOT) (100 MIL)	LF	86	$0.53	$45.58
2	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	4119	$0.53	$2,183.07
3	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	7189	$0.65	$4,672.85
4	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	419	$2.75	$1,152.25
5	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	35	$5.50	$192.50
		TOTAL			**$8,246.25**

NOTES AND EXCLUSIONS

**** NOTES AND EXCLUSIONS FROM ORIGINAL CONTRACT WILL APPLY.***

GENERAL

* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
* **THE CONTRACTOR SHALL PROVIDE FLASHER EQUIPMENT CO. WITH THE MOST CURRENT APPROVED AND OR REVISED PLAN SET BEFORE WORK WILL BE SCHEDULED.**
* **ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.**
* PRICES DO NOT INCLUDE TAX.
* **PRICES QUOTED ARE GOOD FOR 30 DAYS.**
* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
* **IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.**
* **FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.**

SUBMITTED_____
MATT LANGENFELD / ESTIMATOR

ACCEPTED:_____
Name

_____
Title

_____
Date

_____
Job/PO#

Commissioners Court - Regular Session **19.**

Meeting Date: 08/28/2018

2017 Capital Improvement Program Budget 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 2017 Capital Improvement Program Budget Transfer to move $7,131 from Cedar Park Annex Building (P452) to NICE Equipment Upgrade Project (P468).

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	08/22/2018 12:01 PM
Form Started By: Emmeline Palma		Started On: 08/22/2018 07:17 AM
Final Approval Date: 08/22/2018		

Commissioners Court - Regular Session **20.**

Meeting Date: 08/28/2018

Georgetown Annex P325 - Change Order 15

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 15 from Chasco Constructors in the amount of $40,182.81 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers Contingency.

Background

Change order for various necessary scopes of work discovered through Request for Information submitted by the contractors and Architectural Supplemental Instructions issued by the Architect for items that were not specified in the original plans and specs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA Change Order 15

GTA CO15 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:26 AM
Form Started By: Gina Wrehsnig		Started On: 08/23/2018 07:19 AM
Final Approval Date: 08/23/2018		

CHASCO CONSTRUCTORS

Change Order

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

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

Change Order: 15
Date: 8/9/2018
Architect's Project:

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

The Contract is changed as follows:
Misc Subcontractor Change Orders

47 Misc Subcontractor Change Orders	
Contractor's Contingency	<$40,182.81>
Contractor's Contingency	$40,182.81
Total	$0

See attached breakdown and backup

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

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

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

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
(Signature)	*(Signature)*	*(Signature)*
By: Keith A Hickman	By: BILL BAMBRICK	By:
Date: 10 Aug 2018	Date: 8-9-18	Date:

8/9/2018

Wilco Annex

Change order #15 Misc Subcontractor Change Orders

item	subcontractor	description	amount	owner	contractor
01	Colvin Electric	Access Control Raceways	$ 11,097.00		$ 11,097.00
02	Colvin Electric	ASI 21 - TV Location Drawings	$ 5,526.00		$ 5,526.00
03	Colvin Electric	Power - Motorized Shades in the Clerestory Windows	$ 3,028.00		$ 3,028.00
04	Colvin Electric	Sleeves for other Trades	$ 9,330.00		$ 9,330.00
05	Colvin Electric	RFI 83 Lighting Change, No Cost	$ -		$ -
06	Kidd Roofing	26 Gauge Flashing at Metal Wall Panels	$ 3,702.00		$ 3,702.00
07	Kidd Roofing	Replace DOW ISO Board	$ 2,123.00		$ 2,123.00
08	Design Weld	Supports in IT Room	$ 720.00		$ 720.00
09	Whitetail Construction	Delete CMU at Top of Walls on Pavilion	$ (3,740.00)		$ (3,740.00)
10	RTS Construction	Install Plywood Soffits at Pavilion	$ 7,090.28		$ 7,090.28
11	American Door	Add Bipass Door JP203A	$ 1,030.00		$ 1,030.00
12	Sauder Manufacturing	Witness Chair	$ 276.53		$ 276.53
			$ 40,182.81	$ -	$ 40,182.81

CHANGE ORDER #
CHAS01-11

Item 01

DATE: **August 5, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: Pricing per ASI 20A Access Control Door rough-in. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$1,803.18
MATERIAL TOTAL				$1,803.18
LABOR				
	116.99	ELECTRICIAN HOURS AT	$45.00 /HOUR	$5,264.55
LABOR TOTAL				$5,264.55

MISCELLANEOUS EXPENSES

FREIGHT	$0.00
EQUIPMENT RENTAL	$0.00
EXPEDITE SHIPPING COST	$0.00
MISCELLANEOUS TOTAL	$0.00

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

THIS CHANGE ORDER WILL ADD 8 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 116.99 X $45.00 X 1/2 = $2,632.28

MATERIAL		$1,803.18
MISCELLANEOUS		$0.00
LABOR		$5,264.55
SUBTOTAL		$7,067.73
O & P	10%	$706.77
Bond Adder	4%	$310.98
TOTAL		$8,085.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$2,632.28**
OH&P	**10%**	**$263.23**
Bond Adder	**4%**	**$115.82**
TOTAL		**$11,097.00**

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combinec					$1,803.18			116.99	
CCode: Misc.					$0.00			21.50	
69,220	1 HOUR LABOR (MISC.)	43.00	$0.00	X	$0.00	0.50	E	21.50	am
CCode: Branch Rough					$1,660.36			81.12	
1,461	3/4 EMT	880.00	$66.97	C	$589.37	3.72	C	32.71	cb
1,606	3/4 EMT CONN D/C	176.00	$124.86	C	$219.75	6.28	C	11.05	cb
1,895	3/4 EMT 1 HOLE STP/STL	176.00	$56.00	C	$98.57	3.77	C	6.63	cb
4,555	3/4 BUSH PLASTIC	176.00	$43.04	C	$75.76	6.15	C	10.83	cb
5,997	BOX SUPPORTS-CLIP ON	88.00	$100.18	C	$88.15	3.77	C	3.32	cb
26,008	4/S BOX 1-1/2" DEEP	88.00	$257.64	C	$226.72	12.56	C	11.05	cb
26,011	4/S SG MUD RING 1/2"DP	88.00	$411.41	C	$362.04	6.28	C	5.53	cb
CCode: Feeder Rough					$0.00			0.00	
CCode: Hangers/Anchors					$95.28			8.84	
5,795	3/8" FLAT STEEL WASHER	12.00	$52.95	C	$6.35	0.00	X	0.00	ch
5,804	3/8 LOCK WASHER	6.00	$3.89	C	$0.23	0.00	X	0.00	ch
5,951	TEK SCREWS	176.00	$30.42	M	$5.35	3.14	C	5.53	ch
5,955	3/8" SADDLE WASHER	6.00	$10.71	C	$0.64	0.00	X	0.00	ch
5,962	3/8" NUT	18.00	$18.26	C	$3.29	0.00	X	0.00	ch
5,969	3/8" ALL THREAD	12.00	$171.34	C	$20.56	1.88	C	0.23	ch
6,164	1 5/8 UNISTRUT P1000-10GR	6.00	$450.77	C	$27.05	11.30	C	0.68	ch
6,295	CHANNEL CUTS - LABOR ONLY	3.00	$0.00	C	$0.00	25.12	C	0.75	ch
7,465	3/8-16 APP BEAM CLAMP	6.00	$529.97	C	$31.80	27.63	C	1.66	ch
CCode: Trim Devices/Plates					$47.55			5.53	
25,551	1G IV PLAS TELEPHONE PLATE	88.00	$54.03	C	$47.55	6.28	C	5.53	dt
[Items and ByProducts] Total:					$1,803.18			116.99	

CHANGE ORDER #
CHAS01-12

Item 02

DATE: **August 5, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: Pricing per ASI 21 TV Location Drawings. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$1,052.09
MATERIAL TOTAL				$1,052.09
LABOR				
	55.98	ELECTRICIAN HOURS AT	$45.00 /HOUR	$2,519.10
LABOR TOTAL				$2,519.10
MISCELLANEOUS EXPENSES				
FREIGHT				$0.00
EQUIPMENT RENTAL				$0.00
EXPEDITE SHIPPING COST				$0.00
MISCELLANEOUS TOTAL				$0.00

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

THIS CHANGE ORDER WILL ADD 4 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 55.98 X $45.00 X 1/2 = $1,259.55

MATERIAL		$1,052.09
MISCELLANEOUS		$0.00
LABOR		$2,519.10
SUBTOTAL		$3,571.19
O & P	10%	$357.12
Bond Adder	4%	$157.13
TOTAL		$4,085.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$1,259.55**
OH&P	**10%**	**$125.96**
Bond Adder	**4%**	**$55.42**
TOTAL		**$5,526.00**

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combinec					$1,052.09			55.98	
CCode: Branch Rough					$815.61			38.77	
1,460	1/2 EMT	275.00	$42.77	C	$117.61	2.49	C	6.84	cb
1,461	3/4 EMT	250.00	$66.97	C	$167.43	3.72	C	9.29	cb
1,581	1/2 EMT CONN D/S	25.00	$42.64	C	$10.66	5.02	C	1.26	cb
1,606	3/4 EMT CONN D/C	50.00	$124.86	C	$62.43	6.28	C	3.14	cb
1,677	1/2 EMT COUP D/S	27.50	$46.78	C	$12.87	3.77	C	1.04	cb
1,894	1/2 EMT 1 HOLE STP/STL	25.00	$41.90	C	$10.47	3.77	C	0.94	cb
1,895	3/4 EMT 1 HOLE STP/STL	50.00	$56.00	C	$28.00	3.77	C	1.88	cb
4,555	3/4 BUSH PLASTIC	50.00	$43.04	C	$21.52	6.15	C	3.08	cb
5,997	BOX SUPPORTS-CLIP ON	50.00	$100.18	C	$50.09	3.77	C	1.88	cb
26,008	4/S BOX 1-1/2" DEEP	50.00	$257.64	C	$128.82	12.56	C	6.28	cb
26,011	4/S SG MUD RING 1/2"DP	50.00	$411.41	C	$205.70	6.28	C	3.14	cb
CCode: Hangers/Anchors					$1.52			1.57	
5,951	TEK SCREWS	50.00	$30.42	M	$1.52	3.14	C	1.57	ch
CCode: Trim Devices/Plates					$105.81			11.30	
25,535	1G IV PLAS DUPL RECP PLATE	25.00	$1.50	C	$0.38	6.28	C	1.57	dt
25,551	1G IV PLAS TELEPHONE PLATE	25.00	$54.03	C	$13.51	6.28	C	1.57	dt
25,780	DUPLEX 20A RECP, STANDARD	25.00	$125.85	C	$31.46	25.12	C	6.28	dt
27,308	GROUND SCREW/#14 PIGTAIL	25.00	$241.87	C	$60.47	7.54	C	1.88	dt
CCode: Branch Wire					$129.14			4.33	
11	12 THHN CU STRANDED	866.25	$149.08	M	$129.14	5.00	M	4.33	wb
[Items and ByProducts] Total:					$1,052.09			55.98	

CHANGE ORDER #
CHAS01-13

Item03

DATE: **August 5, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: Pricing for additional conduit and rough-in for Motorized Shades in the Courtroom and Meeting Room226. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$739.02
MATERIAL TOTAL				$739.02
LABOR				
	28.25	ELECTRICIAN HOURS AT	$45.00 /HOUR	$1,271.25
LABOR TOTAL				$1,271.25
MISCELLANEOUS EXPENSES				
FREIGHT				$0.00
EQUIPMENT RENTAL				$0.00
EXPEDITE SHIPPING COST				$0.00
MISCELLANEOUS TOTAL				$0.00

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

THIS CHANGE ORDER WILL ADD 2 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 28.25 X $45.00 X 1/2 = $635.63

MATERIAL		$739.02
MISCELLANEOUS		$0.00
LABOR		$1,271.25
SUBTOTAL		$2,010.27
O & P	10%	$201.03
Bond Adder	4%	$88.45
TOTAL		$2,300.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$635.63**
OH&P	**10%**	**$63.56**
Bond Adder	**4%**	**$27.97**
TOTAL		**$3,028.00**

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combinec					$739.02			28.25	
CCode: Branch Rough					$729.41			26.24	
1,462	1 EMT	300.00	$111.60	C	$334.79	4.94	C	14.83	cb
1,607	1 EMT CONN D/C	32.00	$205.36	C	$65.72	7.54	C	2.41	cb
1,655	1 EMT CONN S/C	4.00	$532.34	C	$21.29	7.54	C	0.30	cb
1,715	1 EMT COUPL S/C	14.00	$628.63	C	$88.01	5.02	C	0.70	cb
1,896	1 EMT 1 HOLE STP/STL	32.00	$99.17	C	$31.74	3.77	C	1.21	cb
1,945	1 EMT CHNL STRAP W/BOLT	17.50	$95.70	C	$16.75	5.02	C	0.88	cb
4,556	1 BUSH PLASTIC	32.00	$65.24	C	$20.88	7.16	C	2.29	cb
5,997	BOX SUPPORTS-CLIP ON	16.00	$100.18	C	$16.03	3.77	C	0.60	cb
26,009	4/S BOX 2-1/8" DEEP	16.00	$427.42	C	$68.39	12.56	C	2.01	cb
26,011	4/S SG MUD RING 1/2"DP	16.00	$411.41	C	$65.83	6.28	C	1.00	cb
CCode: Hangers/Anchors					$0.97			1.00	
5,951	TEK SCREWS	32.00	$30.42	M	$0.97	3.14	C	1.00	ch
CCode: Trim Devices/Plates					$8.64			1.00	
25,551	1G IV PLAS TELEPHONE PLATE	16.00	$54.03	C	$8.64	6.28	C	1.00	dt
[Items and ByProducts] Total:					$739.02			28.25	

EASTCREEK DESIGNS
1280 Drifting Wind Run
Dripping Springs, TX 78620
(512) 858-2858 FAX (512) 381-5450

August 1, 2018

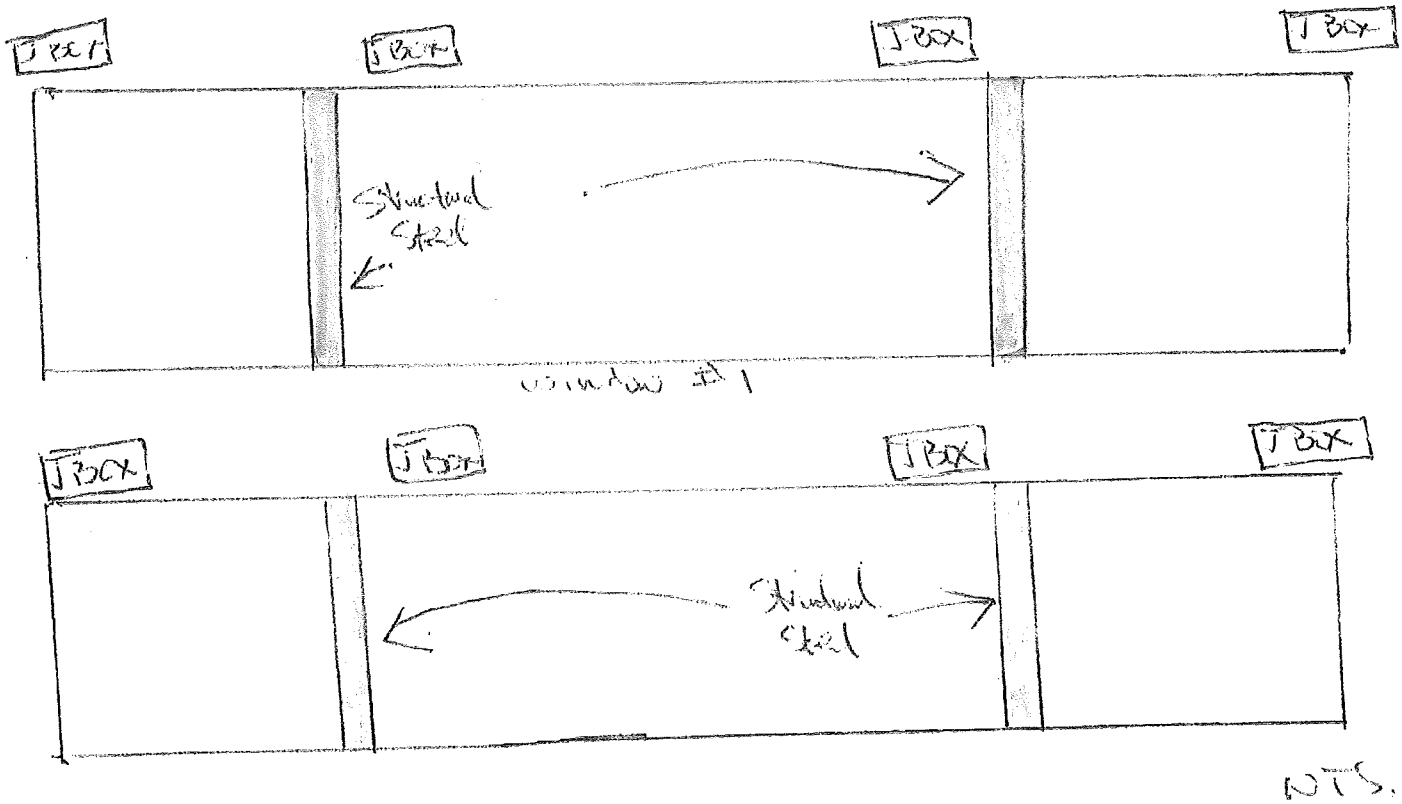
RE: Williamson Co. Annex
Shade J-Box locations

Here is our sketches for the J-Box locations for the motorized shades. Per your directive, we are showing each room.

There are a total of 4 J-Boxes per run of windows (2 runs per room) = 8 ea J-Boxes total per room.

The J-Boxes need to be within 5-8' of motor locations.

ROOM # 1 MEDIA RM.



Thank you.

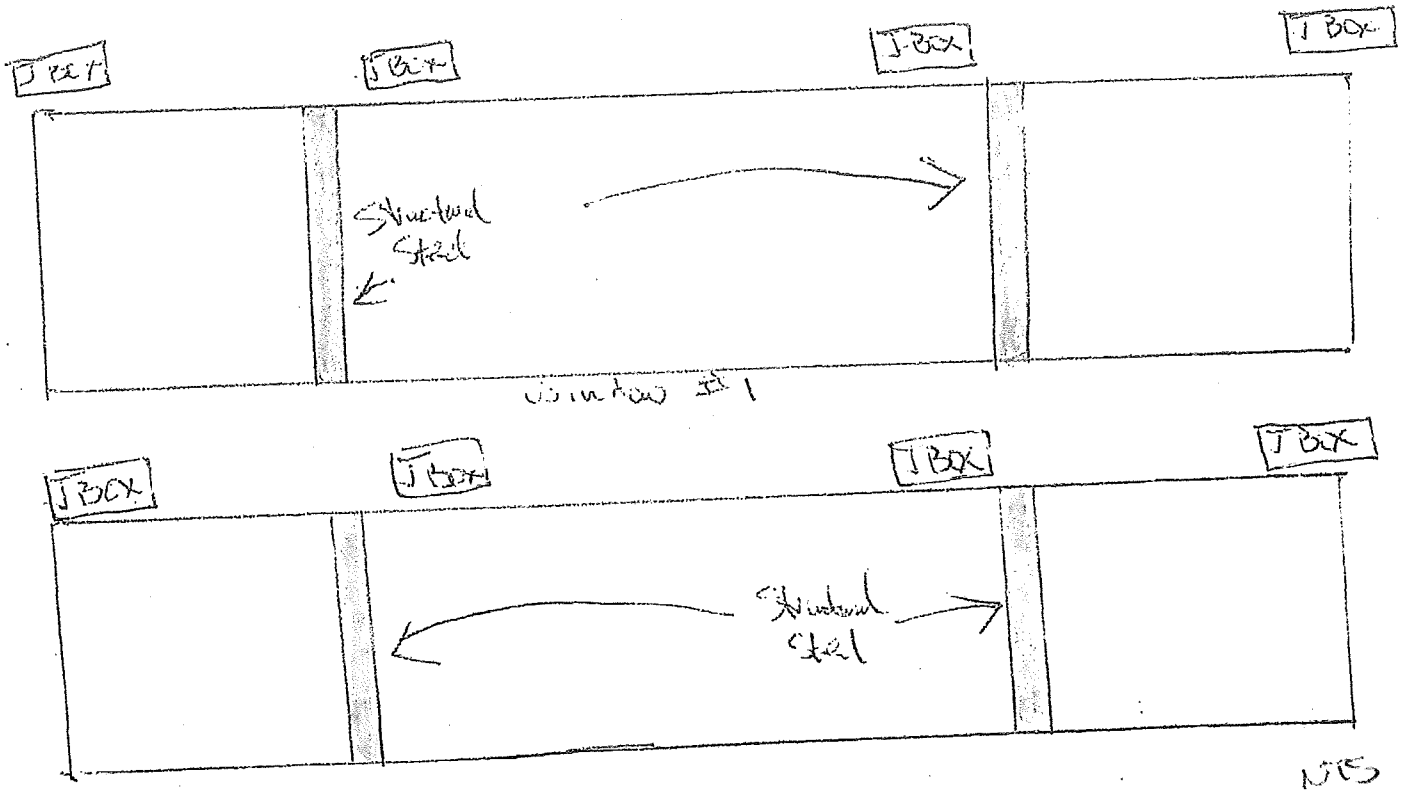
Tom Stevenson
Eastcreek Designs

tsaustin@yahoo.com

joshua@eastcreekdesigns.com

{Eastcreek Designs}
1280 Drifting Wind Run, Dripping Springs, TX 78620

Room #2



typical configurations

1- JBox on each end of clerestory ribbon windows
(2 total per run)

1- JBox to the left of structural steel
1 JBox to the right of " "
per window run x 2 windows
(2 total per run)

CHANGE ORDER #
CHAS01-014
Item 04

DATE: **August 5, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: Pricing for adding sleeves for other trades across 1st and 2nd floor hard lid corridoors. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$3,060.37
	MATERIAL TOTAL			$3,060.37
LABOR				
	75.48	ELECTRICIAN HOURS AT	$45.00 /HOUR	$3,396.60
		LABOR TOTAL		$3,396.60
MISCELLANEOUS EXPENSES				
	FREIGHT			$0.00
	EQUIPMENT RENTAL			$0.00
	EXPEDITE SHIPPING COST			$0.00
	MISCELLANEOUS TOTAL			$0.00

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

THIS CHANGE ORDER WILL ADD 5 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 75.48 X $45.00 X 1/2 = $1,698.30

MATERIAL		$3,060.37
MISCELLANEOUS		$0.00
LABOR		$3,396.60
SUBTOTAL		$6,456.97
O & P	10%	$645.70
Bond Adder	4%	$284.11
TOTAL		$7,387.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$1,698.30**
OH&P	**10%**	**$169.83**
Bond Adder	**4%**	**$74.73**
TOTAL		**$9,330.00**

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combinec					$3,060.37			75.48	
CCode: Branch Rough					$206.69			5.69	
1,462	1 EMT	80.00	$111.60	C	$89.28	4.94	C	3.96	cb
1,655	1 EMT CONN S/C	8.00	$532.34	C	$42.59	7.54	C	0.60	cb
1,715	1 EMT COUPL S/C	10.00	$628.63	C	$62.86	5.02	C	0.50	cb
1,945	1 EMT CHNL STRAP W/BOLT	12.50	$95.70	C	$11.96	5.02	C	0.63	cb
CCode: Feeder Rough					$2,134.31			43.26	
1,464	1 1/2 EMT	40.00	$219.12	C	$87.65	7.46	C	2.98	cf
1,465	2 EMT	160.00	$259.91	C	$415.86	8.75	C	14.00	cf
1,469	4 EMT	60.00	$659.81	C	$395.88	17.50	C	10.50	cf
1,516	1 1/2 EMT 90 ELBOW	1.00	$672.60	C	$6.73	15.30	C	0.15	cf
1,517	2 EMT 90 ELBOW	3.00	$988.20	C	$29.65	18.60	C	0.56	cf
1,521	4 EMT 90 ELBOW	1.00	$5,155.20	C	$51.55	28.75	C	0.29	cf
1,717	1 1/2 EMT COUPL S/C	4.00	$1,721.93	C	$68.88	7.54	C	0.30	cf
1,718	2 EMT COUPL S/C	24.00	$2,240.32	C	$537.68	11.30	C	2.71	cf
1,722	4 EMT COUPL S/C	8.00	$3,684.48	C	$294.76	25.12	C	2.01	cf
1,947	1 1/2 EMT CHNL STRAP W/BOLT	6.00	$124.39	C	$7.46	7.54	C	0.45	cf
1,948	2 EMT CHNL STRAP W/BOLT	28.00	$132.31	C	$37.05	7.54	C	2.11	cf
1,952	4 EMT CHNL STRAP W/BOLT	9.00	$234.02	C	$21.06	15.07	C	1.36	cf
4,558	1 1/2 BUSH PLASTIC	2.00	$129.70	C	$2.59	10.05	C	0.20	cf
4,559	2 BUSH PLASTIC	24.00	$240.05	C	$57.61	11.56	C	2.77	cf
4,563	4 BUSH PLASTIC	14.00	$856.46	C	$119.90	20.47	C	2.87	cf
CCode: Hangers/Anchors					$719.37			26.53	
5,795	3/8" FLAT STEEL WASHER	96.00	$52.95	C	$50.83	0.00	X	0.00	ch
5,804	3/8 LOCK WASHER	48.00	$3.89	C	$1.87	0.00	X	0.00	ch
5,955	3/8" SADDLE WASHER	48.00	$10.71	C	$5.14	0.00	X	0.00	ch
5,962	3/8" NUT	144.00	$18.26	C	$26.29	0.00	X	0.00	ch
5,969	3/8" ALL THREAD	96.00	$171.34	C	$164.48	1.88	C	1.81	ch
6,164	1 5/8 UNISTRUT P1000-10GR	48.00	$450.77	C	$216.37	11.30	C	5.43	ch
6,295	CHANNEL CUTS - LABOR ONLY	24.00	$0.00	C	$0.00	25.12	C	6.03	ch

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
7,465	3/8-16 APP BEAM CLAMP	48.00	$529.97	C	$254.38	27.63	C	13.26	ch
[Items and ByProducts] Total:					$3,060.37			75.48	

CHASCO CONSTRUCTORS

Item05

Request For Information
Wilco Annex
Chasco Project No: 15092

7/13/2018

RFI No: 082

ROUTING:		COMPANY
FROM:	Bill Bambrick	Chasco Constructors
RFI TO:	Keith Hickman	KAH Architects
COPY TO:		
COPY TO:		

PLEASE DIRECT YOUR ATTENTION TO THE FOLLOWING:

REFERENCE DRAWING NO: Attached Alt 1 Drawing

REFERENCE SPECIFICATIONS:

OTHER:

PLEASE REVIEW THE INFORMATION REFLECTED THEREBY AND FURNISH INFORMATION RELATED TO:

Number Questions

1 We would like to verify the lighting controls for meeting rm 226.

1. Will the F2 and F10B fixtures in the hard ceiling be controlled together on zone B?
2. Will all 2x4's be controlled on Zone A?
3. Please verify switch locations are correct?

Please advise/confirm.

YOUR RESPONSE IN THE SPACE PROVIDED BELOW IS NEEDED BY 13 July 2018 Sooner if possible.

x Category 1 (Emergency Priority) X Category 2 (Normal Priority) Category 3 (Low Priority)

Clarifications are as follows:

1

Reference attached sketch for zoning and lighting control requirements.

By: LMM (HCE) Date: 7/19/18 By: Date:

Title: Title:

Information Attached:

Drawings:

Specifications:

Other:

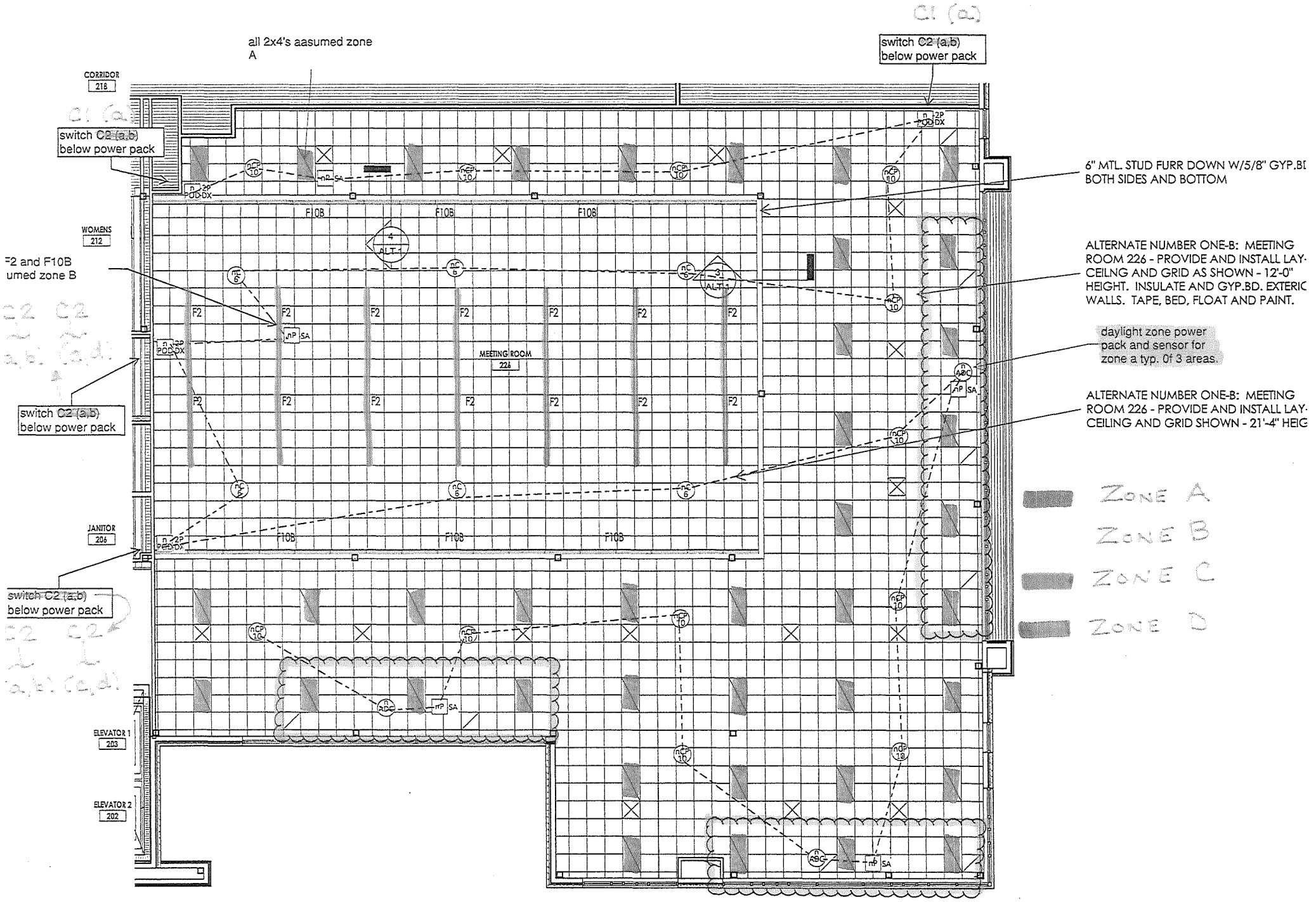
Follow up Date:

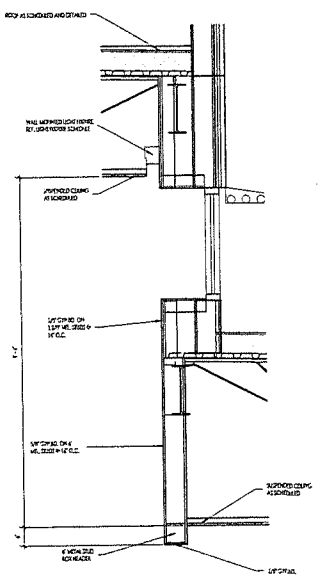
Follow up RFI No.

Change Order Required:

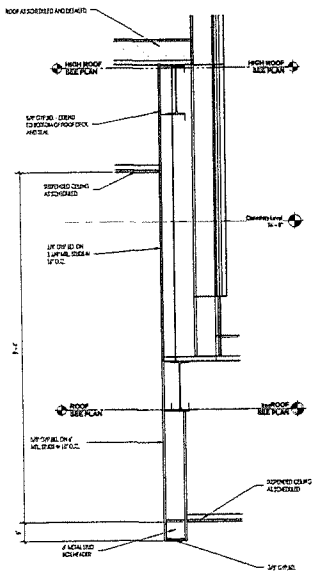
File No. 00000-123- 081

Chasco Constructors
By: Bill Bambrick
Title: Project Manager
Date: 7/5/2018

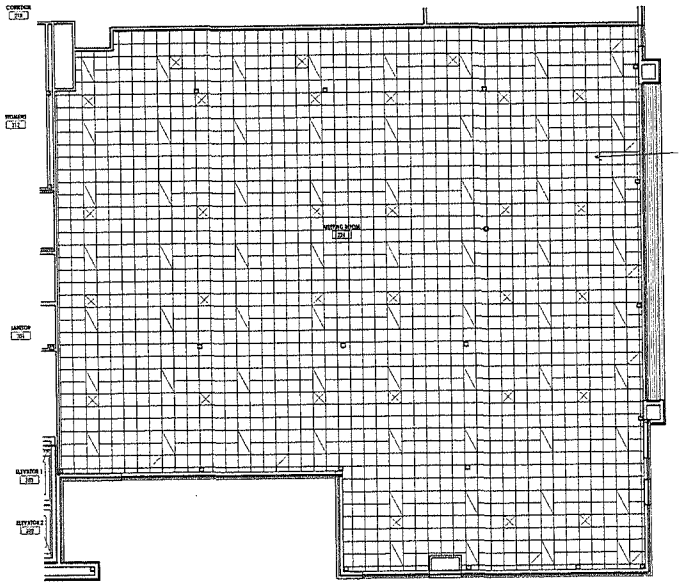

all 2x4's aasumed zone A
switch C2 (a,b) below power pack
switch C2 (a,b) below power pack
switch C2 (a,b) below power pack
switch C2 (a,b) below power pack
CORRIDOR 218
WOMENS 212
JANITOR 206
ELEVATOR 1 203
ELEVATOR 2 202
MEETING ROOM 226
F10B
F2
6" MTL. STUD FURR DOWN W/5/8" GYP.BD BOTH SIDES AND BOTTOM
ALTERNATE NUMBER ONE-B: MEETING ROOM 226 - PROVIDE AND INSTALL LAY-IN CEILNG AND GRID AS SHOWN - 12'-0" HEIGHT. INSULATE AND GYP.BD. EXTERIOR WALLS. TAPE, BED, FLOAT AND PAINT.
daylight zone power pack and sensor for zone a typ. Of 3 areas.
ALTERNATE NUMBER ONE-B: MEETING ROOM 226 - PROVIDE AND INSTALL LAY-IN CEILING AND GRID SHOWN - 21'-4" HEIG
ZONE A
ZONE B
ZONE C
ZONE D



4 SECTION @ NEW FURR DOWN 2
3/4" = 1'-0"

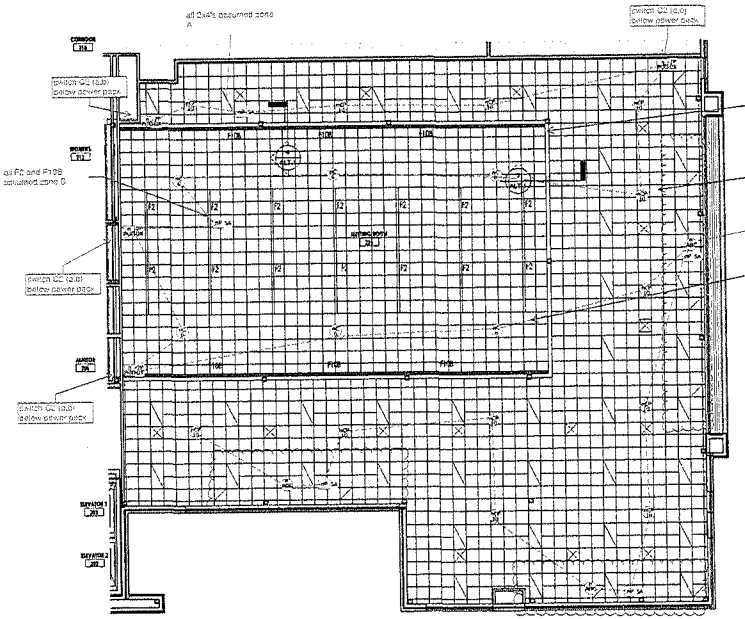


3 SECTION @ NEW FURR DOWN
3/4" = 1'-0"



ALTERNATE NUMBER ONE A: MEETING ROOM 226 - PROVIDE AND INSTALL LAY-IN CEILING AND GRID AS SHOWN - 12'-0" HEIGHT. INSULATE AND GYP.BD. EXTERIOR WALLS. TAPE, BED, FLOAT AND PAINT.

1 SECOND FLOOR REFLECTED CEILING PLAN - ALTERNATE ONE-A
1/8" = 1'-0"



6" MIL. STLD FURR DOWN W/5/8" GYP.BD. BOTH SIDES AND BOTTOM

ALTERNATE NUMBER ONE-B: MEETING ROOM 226 - PROVIDE AND INSTALL LAY-IN CEILING AND GRID AS SHOWN - 12'-0" HEIGHT. INSULATE AND GYP.BD. EXTERIOR WALLS. TAPE, BED, FLOAT AND PAINT.

ALTERNATE NUMBER ONE-B: MEETING ROOM 226 - PROVIDE AND INSTALL LAY-IN CEILING AND GRID SHOWN - 21'-0" HEIGHT.

2 SECOND FLOOR REFLECTED CEILING PLAN - ALTERNATE ONE-B
1/8" = 1'-0"

KAH ARCHITECTURE
BUILDING SCIENCE | INTERIOR DESIGN
1517 South Mays Street, Suite 100
Round Rock, Texas 78664
Phone: (512) 244-7676
Fax: (512) 244-7642

STEGER BIZZELL ENGINEERING
1978 South Austin Avenue
Georgetown, Tx. 78626
(512) 930-9412

LARSON/BATES & SMITH, INC.
1108 West Anderson
Austin, Tx. 78701
(512) 476-1559

JQ ENGINEERING
1608 West 6th Street
Austin, Tx. 78703
(512) 474-9094

RENDREK CONSULTING ENGINEERS
115 East Main Street
Round Rock, Tx. 78664
(512) 218-0030

WILLIAMSON COUNTY ANNEX
WILLIAMSON COUNTY
911 MCCONAY

PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

ALTERNATE ONE - REVISED

ALT 1

Item 06

Project: Williamson Co Annex

Date: 7/16/2018 **GC: Chasco**

Subcontractor: **Kidd Roofing**

Price Request #: **COR #02**

DESCRIPTION OF CHANGE: provide and install 26 gauge stainless steel flashing thru-wall at metal panels level 1. Excludes: OT, Waterproofing, ~~Solder joints~~

Description of Materials	Quantity	Unit	Cost	Labor Total	Material Total	Equipment/Misc
Material/Fabrication/Misc/Det	1.00	ls	$ 1,598.00		$ 1,598.00	
Roofer Regular Time	14.00	hrs	$ 40.13	$ 561.82		
Roofer Premium time	0.00	hrs	$ 20.07	$ -		
Foreman Regular Time	14.00	hrs	$ 51.08	$ 715.12		
Foreman Premium Time	0.00	hrs	$ 25.54	$ -		
Superintendent Regular Time	2.00	hrs	$ 65.00	$ 130.00		
Superintendent Premium Time	0.00	hrs	$ 32.50	$ -		
Equipment	0.00	hrs	$ 48.00			$ -
SUBTOTALS				**$ 1,406.94**	**$1,598.00**	**$ -**

LABOR TOTAL	$ 1,406.94
MATERIAL TOTAL	$ 1,598.00
Equipment	$ -
Small Tools	$ 60.10
Supervision	$ -
Warranty	$ 60.10
Sales Tax	$ -
Bond	$ 93.75
O/H and Profit	$ 482.83
Grand Total of Price Request	$ 3,702

Pricing is good for 30 days only and prior to substantial completion of scope

Item 07

Project: Williamson Co Annex

Date: 6/13/2018 **GC: Chasco**

Subcontractor: Kidd Roofing

Price Request #: COR #01

DESCRIPTION OF CHANGE: Replace DOW ISO board used by ~~mason.~~ CENTRAL TX DRYWALL

Description of Materials	Quantity	Unit	Cost	Labor Total	Material Total	Equipment/Misc
Material/Fabrication/Misc/Det	1.00	ls	$ 1,723.00		$ 1,723.00	
Roofer Regular Time	0.00	hrs	$ 40.13	$ -		
Roofer Premium time	0.00	hrs	$ 20.07	$ -		
Foreman Regular Time	0.00	hrs	$ 51.08	$ -		
Foreman Premium Time	0.00	hrs	$ 25.54	$ -		
Superintendent Regular Time	0.00	hrs	$ 65.00	$ -		
Superintendent Premium Time	0.00	hrs	$ 32.50	$ -		
Equipment	0.00	hrs	$ 48.00			$ -
			SUBTOTALS	**$ -**	**$1,723.00**	**$ -**

LABOR TOTAL	$ -
MATERIAL TOTAL	$ 1,723.00
Equipment	$ -
Small Tools	$ 34.46
Supervision	$ -
Warranty	$ 34.46
Sales Tax	$ -
Bond	$ 53.76
O/H and Profit	$ 276.85
Grand Total of Price Request	**$ 2,123**

Pricing is good for 30 days only and prior to substantial completion of scope

07-4293

Item 08

Design & Welding Fabrication Inc.

Project No. & Name: Williamson County Annex Building

Contractor Name: Chasco Change Proposal No. 9

Description of Change: Supports in IT Room

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Total
	Shop Labor	0	hr	$ 65.00	0	0	0
	Project Manager	0	hr	$ 75.00	0	0	0
	Detailing/Modeling	0	hr	$ 100.00	0	0	0
	Erector	5	Hr	$ 120.00	600	0	600
	Angle	0	lb	$ 0.80	0	0	0
	Tube	0	lb	$ 0.85	0	0	0
	Channel	0	lb	$ 0.75	0	0	0
	I-Beams	0	lb	$ 0.75	0	0	0
	Plate	0	lb	$ 0.80	0	0	0
	Pipe	0	lb	$ 0.75	0	0	0
							0
	Consumables	0	ea	$ -	0	0	0
	Joist/Deck	0	ea	$ 1.00	0	0	0
	Bolts/Headed Studs	0	ea	$ -		0	0
		0	ea	$ -	0	0	0
						0	0
		0	ea	$ -	0	0	0
	Tax	0	ea	$ -	0	0	0
	Shipping	0	ea	$ 350.00	0	0	0
						0	0
		0				0	0
	Subtotal					0	0
	Overhead	1		$ 60.00	0	60	60
	Profit	1	ea	$ 60.00	0	60	60
		0			0		0
					600	120	720

TOTAL FOR THIS CHANGE PROPOSAL * $ 720.00

Item09

Whitetail Construction, Inc.

Mailing address:
P.O. Box 1585
Leander, Texas 78646-1585

Phone: 512 778-9050

Physical address:
6751 FM 3405
Liberty Hill, TX 78642

Request for Deduct

July 23, 2018

Estimator: PM

Project: Williamson County Annex

Delete CMU /~~Stone~~ at top of walls on pavilion

DEDUCT AMOUNT: ($ 3740.00)

Sincerely,

Gary McGuire
Estimator

Item 10

RTS Construction Inc.
105 S. Canyonwood DR.
Dripping Springs, TX 78620
512-970-7108

Request for Change Order

C/O #2
07-26-18

To: Chasco Constructors
Project: Williamson County Annex
Location: 151 Wilco Way, Georgetown, TX

1. To install ¾" B.C. plywood with continued 2"x8' mill finish soffit vents at exterior soffit which includes 1x4 brick freeze trim and storage rooms 2. 19/32" T1 - 11 8" O.C. plywood at flat porch ceilings includes 1x4 perimeter trim. All plywood to be installed with exterior grade screw **Deduction Options:** **Deduct $883.72 if 3/8" BC & 3/8" T-1 11 are used in place of 5/8"** **If 3/8" is used and allowed to be installed with pneumatic nail gun application deduct $500.00 (labor)**	
Total Amount of Change Order:	$ 8,474.00

- 883.72
- 500.00
$ 7,090.28

Approved By:

_____

Chasco Constructors

06-1000

Item11

American Door

CONTRACTOR:	CHASCO	**DATE:**	6/28/2018
ADDRESS:		**ADP JOB #:**	300757
CITY, STATE,ZIP:		**JOB NAME:**	WILCO
ATTN:		**REF #:**	ADD BIPASS DR. JP203A
FAX#:			

		HM DOOR	HM FRAME	WD DOOR	HARDWARE	STAINLESS
TOTAL COST			$106.50	$640.75	$148.60	$0.00
MARKUP	15.00%	$0.00	$15.98	$96.11	$22.29	$0.00
REVIEW CHARGE		$0.00	$0.00	$0.00	$0.00	$0.00
MACH SETUP FEE		$0.00	$0.00	$0.00	$0.00	$0.00
HDWE COOR FEE		$0.00	$0.00	$0.00	$0.00	$0.00
FREIGHT		$0.00	$0.00	$0.00	$0.00	$0.00
		$0.00	$122.48	$736.86	$170.89	$0.00

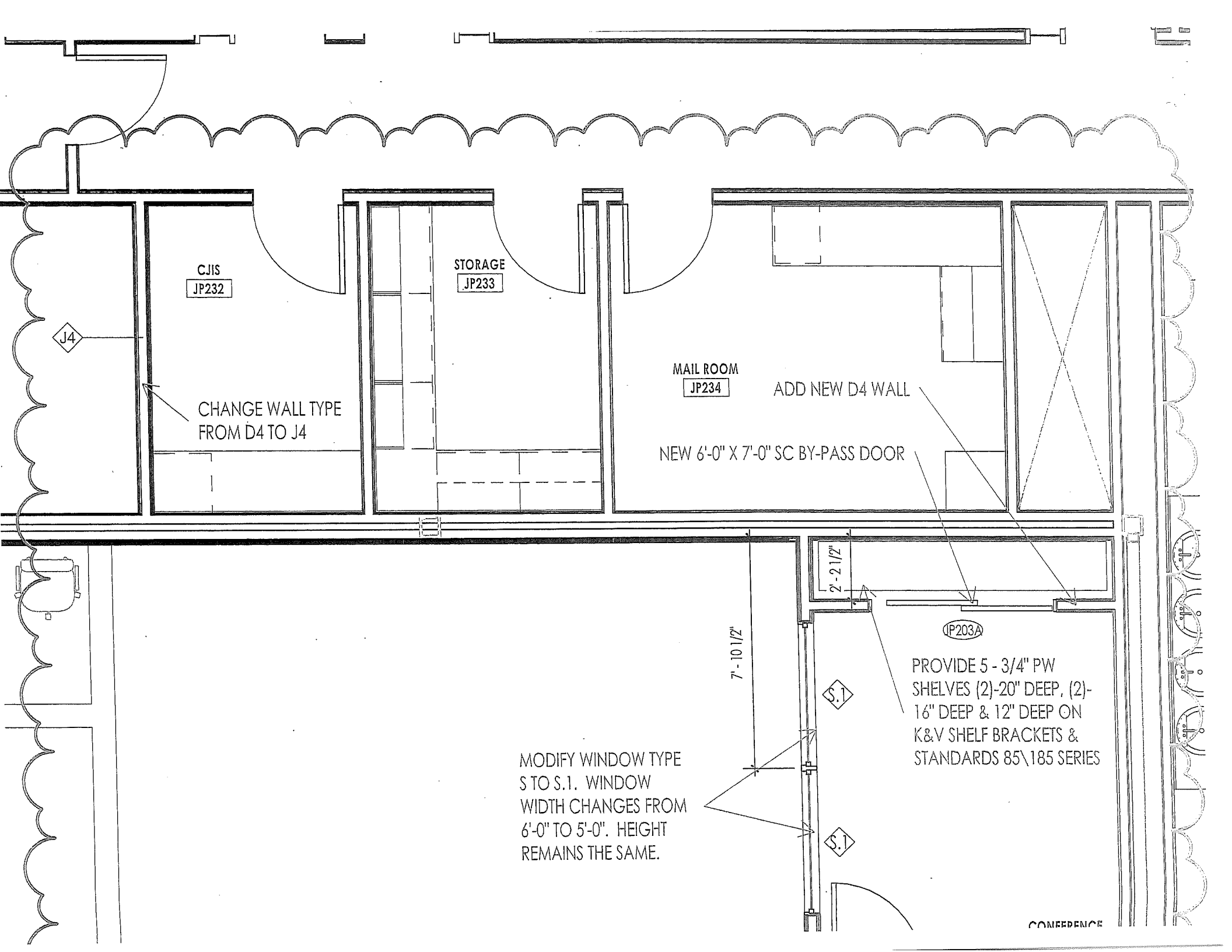
SUB TOTAL		$1,030.23
TAX	0.00%	$0.00
GRAND TOTAL		$1,030

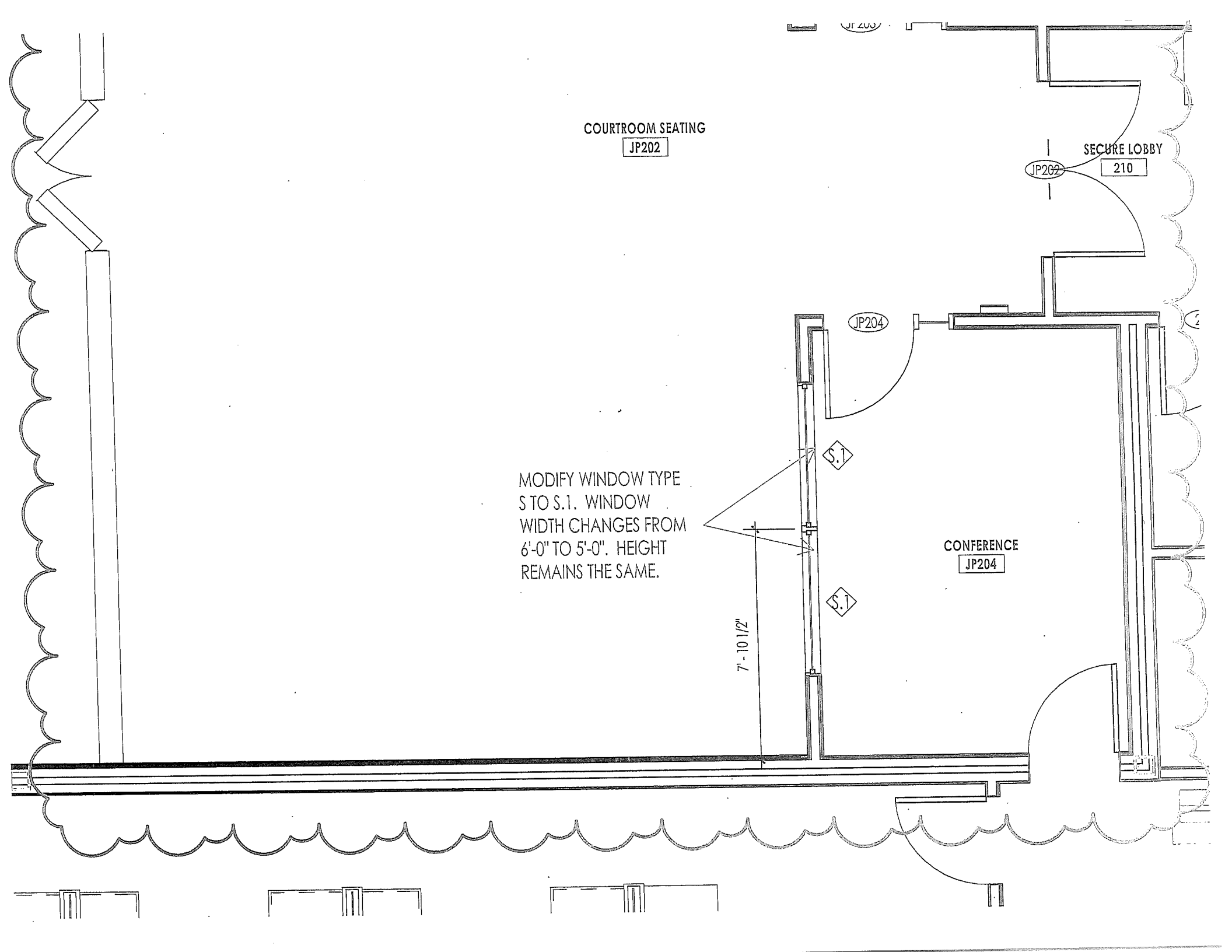
Luis Hinojosa

Accepted by: _____

Date: ___/___/___

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


CJIS
JP232
STORAGE
JP233
MAIL ROOM
JP234
J4
CHANGE WALL TYPE
FROM D4 TO J4
ADD NEW D4 WALL
NEW 6'-0" X 7'-0" SC BY-PASS DOOR
2' - 2 1/2"
7' - 10 1/2"
JP203A
PROVIDE 5 - 3/4" PW
SHELVES (2)-20" DEEP, (2)-
16" DEEP & 12" DEEP ON
K&V SHELF BRACKETS &
STANDARDS 85\185 SERIES
S.1
S.1
MODIFY WINDOW TYPE
S TO S.1. WINDOW
WIDTH CHANGES FROM
6'-0" TO 5'-0". HEIGHT
REMAINS THE SAME.
CONFERENCE


COURTROOM SEATING
JP202
SECURE LOBBY
210
JP202
JP204
MODIFY WINDOW TYPE S TO S.1. WINDOW WIDTH CHANGES FROM 6'-0" TO 5'-0". HEIGHT REMAINS THE SAME.
S.1
S.1
7' - 10 1/2"
CONFERENCE
JP204

Item 12

SAUDER COURTROOM FURNITURE

CHANGE ORDER REQUEST FORM

Date:	06/28/18
Project Name:	Williamson County Annex
City, State:	Georgetown TX
Job #:	206227

CURRENT ORDER	**CHANGE ORDER TO**
6 Jury chairs	6 jury chairs + 1 witness chair
Standard width seats	Wide seats
Fabric Grade C	Fabric Grade A

Total Change in Price Before Tax:	$276.53
Current Contract Total Before Tax:	$32,927.00
New Contract Total Before Tax:	$33,203.53

* Do not include tax in these amounts. Tax will be calculated upon entry into the System.

Authorized Signature

Date

Sales Representative

6/28/18

Date

The work covered by this Change Order shall be performed under the same terms and conditions as those in the original Agreement [or Subcontract].

930 W. Barre Road, P.O. Box 230 Archbold, Ohio 43502
Phone: 419-445-7670 Toll Free: 1-800-537-1530 Fax: 419-446-4945 www.sauderworship.com

Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 14

Change Order No.	Date Submitted	Date Approved	Description	Affected Sub/Supplier	Court Agenda Date	Party of Initiation	Time Ext (Days)	Cost of Work	$12,180.00 Misc rough carpentry	$60,000.00 Rented equipment	$20,000.00 Misc. dirtwork & paving	$ 18,471.00 Misc. Metal Panels & ACM	$ 12,000.00 Safety Cables @ First & Second Floor Allowance	$ 100,000.00 Security Systems Allowance	$ 10,000.00 Temp Lighting at Crawl Space Allowance	$ 10,000.00 Structural Concrete Allowance	$ 10,000.00 Reinforcing Steel Allowance	$ 10,000.00 Structural Steel Allowance	$ 20,000.00 Misc. Utility costs	$ 70,000.00 Owner Signage Allowance	$ 10,000.00 Owner Residential Appliance Allowance	$ 60,000.00 Owner Commercial Kitchen Allowance	$ 2,500.00 Owner Interior Blinds Allowance	$ 305,099.00 Owner's Project Contingency	$ 431,081.00 CM Contingency	$ 449,630.00 General Conditions	$ 418,526.00 Construction Phase Fee	$ 95,947.00 Buyout Savings (Current)	GMP Total	Total Updated Contract Amount
Contract																													$14,919,081.00	**$14,919,081.00**
CO#1, CR#1	10/17/17	10/30/17	Temporary Electrical	CHASCO		CHASCO	0	($18,000.00)																	$18,000.00					$0.00	$14,919,081.00
CO#1, CR#2	10/17/17	10/30/17	Revise pavement cross-section	CHASCO		WILCO	10	$82,000.00																	($82,000.00)					$0.00	$14,919,081.00
CO#1, CR#3	10/17/17	13/30	Add french drain	CHASCO		CHASCO	5	$32,775.00																	($32,775.00)					$0.00	$14,919,081.00
CO#2, CR#4	12/22/17	1/17/18	Revise pier reinforcing at pavilion	CMC		JQ ENG	0	$1,714.00									($1,714.00)													$0.00	$14,919,081.00
CO#2, CR#4	VOID	VOID	Form Savers at Leave Outs	CMC		JQ ENG	0	$2,821.00					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
CO#2, CR#5	12/22/17	1/17/18	Electrician Additional Bond Fee	COLVIN		CHASCO	0	$681.00																		($681.00)				$0.00	$14,919,081.00
CO#2, CR#6	12/22/17	1/17/18	Waterline Changes	CHASCO		CHASCO	0	$18,743.00											($18,743.00)											$0.00	$14,919,081.00
CO#3, CR#7	12/7/17	12/19/17	Additional Lime Treatment	LHOIST		CHASCO	0	$52,152.70																	($52,152.70)					$0.00	$14,919,081.00
CO#4, CR#8	12/22/17	1/17/18	Lime Treatment Deduct	LHOIST		CHASCO	0	($9,585.64)																	$9,585.64					$0.00	$14,919,081.00
CO#4, CR#9	12/22/17	1/17/18	Revise Floor Boxes	COLVIN ELECTRIC		KAH	0	$2,154.00																	($2,154.00)					$0.00	$14,919,081.00
CO#4, CR#10	12/22/17	1/17/18	Timely Door Frames - Alumatone	AM. DOOR		KAH	0	$3,149.00																	($3,149.00)					$0.00	$14,919,081.00
CO#5, CR#11	1/23/18	1/23/18	Add french drain at upper side of pkg lot	CHASCO		CHASCO	0	$37,110.50																	($37,110.50)					$0.00	$14,919,081.00
CO#5, CR#12	1/23/18	1/23/18	Revise crawl space drain/waste piping to PVC	ACCENT PLUMBING		HCE	0	($18,000.00)																	$18,000.00					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	demo & relocate exist. light pole/rehead	COLVIN ELECTRIC		CHASCO	0	$6,770.00																	($6,770.00)					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	Demo light pole base/replace light pole base	CHASCO		CHASCO	0	$1,900.00																	($1,900.00)					$0.00	$14,919,081.00
CO#6, CR#14	2/7/18	3/2/18	Revise stair treads per returned submittal	FLOORING SOLUTIONS		KAH	0	$6,573.00																	($6,573.00)					$0.00	$14,919,081.00
CO#6, CR#15	2/14/18	3/2/18	Cut/resize tile per KAH	FLOORING SOLUTIONS		KAH	0	$5,808.00																	($5,808.00)					$0.00	$14,919,081.00
CO #7, CR#16 & #18	3/27/18	4/15/18	Door and Hardware Changes/Temp. lighting	AMERICAN DOOR		KAH	0	$4,479.13							($4,479.13)															$0.00	$14,919,081.00
CO#7, CR#17 & #18	3/27/18	4/15/18	Additional Floor Boxes/Temp. lighting	FELIX MEDIA		KAH	0	$2,759.00							($2,759.00)															$0.00	$14,919,081.00
CR#19	Void	VOID	VOID	VOID	VOID	VOID	VOID	VOID				VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
GMP CO#1, CR #20	4/24/18	4/26/18	Security Systems Allowance Return	CHASCO		CHASCO	0	$0.00						($100,000.00)															($100,000.00)	$0.00	$14,819,081.00
CO#8	4/25/18	VOID	VOID	VOID		Chasco	0	VOID					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,819,081.00
CO#9, CR#21	4/25/18	5/1/18	Added I-beam lintel at elevator shaft wall	DESIGN WELD FAB		CHASCO	0	$3,672.00										($3,672.00)												$0.00	$14,819,081.00
CO#9, CR#22	4/25/18	5/1/18	Add bent plates and angles at 2nd floor	DESIGN WELD FAB		CHASCO	0	$3,317.00										($3,317.00)												$0.00	$14,819,081.00
CO#9, CR#23	4/25/18	5/1/18	Add 3 piece tube steel dividers at elevator	DESIGN WELD FAB		CHASCO	0	$2,995.75										($2,995.75)												$0.00	$14,819,081.00
CO#10, CR#24	4/25/18	5/1/18	Safety Cabling for the 2nd Floor	DESIGN WELD FAB		CHASCO	0	$2,969.00					($2,969.00)																	$0.00	$14,819,081.00
CO #11, CR #25	5/8/18	5/22/18	Revise metal panels & ACM to Kidd Roofing	KIDD ROOFING		CHASCO		$73,201.00				($18,471.00)														($54,730.00)				$0.00	$14,819,081.00
CO #12, CR #26	5/8/18	5/10/18	Change quarries for stone veneer	WHITETAIL MASONRY		CHASCO		$7,632.00																		($7,632.00)				$0.00	$14,819,081.00
CO #13, CR #27	7/10/18	7/11/18	Fabricate steel counter supports	IMPRESSIONS ARCH.		CHASCO		$4,096.00																		($4,096.00)				$0.00	$14,819,081.00
CO #13, CR #28	7/10/18	7/11/18	Revise Finelite configuration per ASI #11	COLVIN ELECT.		KAH		$3,870.00																		($3,870.00)				$0.00	$14,819,081.00
CO #13, CR #29	7/10/18	7/11/18	Revised F fixture layout	COLVIN ELEC.		KAH		$5,504.00																		($5,504.00)				$0.00	$14,819,081.00
CO #13, CR #30	7/10/18	7/11/18	Adjust steel angle braces per RFI #79	DESIGN WELDING		CHASCO		$2,279.00																		($2,279.00)				$0.00	$14,819,081.00
CO #13, CR #31	7/10/18	7/11/18	Additional steel beam per RFI #32	DESIGN WELDING		CHASCO		$1,548.00																		($1,548.00)				$0.00	$14,819,081.00
CO #13, CR #32	7/10/18	7/11/18	Modify entry vesytibule	DESIGN WELDING		CHASCO		$2,160.00																		($2,160.00)				$0.00	$14,819,081.00
CO #13, CR #33	7/10/18	7/11/18	Add galvanized brick ledge at Pavilion	DESIGN WELDING		KAH		$6,679.00																		($6,679.00)				$0.00	$14,819,081.00
CO #13, CR #34	7/10/18	7/11/18	ADA roll in shower bases	ACCENT PLUMBING		ACCENT		$3,864.00																		($3,864.00)				$0.00	$14,819,081.00
CO #13, CR #35	7/10/18	7/11/18	Rake mortar joints at stone veneer by 1/2"	WHITETAIL MASONRY		KAH		$5,500.00																	($5,500.00)					$0.00	$14,819,081.00
CO #13, CR #36	7/10/18	7/11/18	Revise door #122 per RFI #54	AMERICAN DOOR		KAH		$455.00																		($455.00)				$0.00	$14,819,081.00
CO #13, CR #37	7/10/18	7/11/18	Revise door #C106	AMERICAN DOOR		KAH		$474.25																		($474.25)				$0.00	$14,819,081.00
CO #13, CR #38	7/10/18	7/11/18	Revise millwork at JP 224 restroom	IMPRESSIONS ARCH.		KAH		($910.00)																		$910.00				$0.00	$14,819,081.00
CO #13, CR #39	7/10/18	7/11/18	Revise metal studs from 3 5/8" to 6"	CENTRAL TX DRYWALL		CHASCO		$503.23																		($503.23)				$0.00	$14,819,081.00
CO #13, CR #40	7/10/18	7/11/18	Revise ceiling tile to USG Mars Clima Plus	CENTRAL TX DRYWALL		CHASCO		($30,000.00)																		$30,000.00				$0.00	$14,819,081.00
CO #13, CR #41	7/10/18	7/11/18	Motorized shades at JP courtroom & Rm #226	EASTCREEK DESIGNS		KAH		$19,826.00																	($19,826.00)					$0.00	$14,819,081.00
CO #13, CR #42	7/10/18	7/11/18	Revise irrigation to two wire system	LANDTEC		WILCO		$7,290.00																	($7,290.00)					$0.00	$14,819,081.00
CO #13, CR #43	7/10/18	7/11/18	Metal roof trim to "Preweathered Galvalume"	TX FIFTH WALL ROOF		KAH		$3,300.00																		($3,300.00)				$0.00	$14,819,081.00
CO #13, CR #44	7/10/18	7/11/18	Credit to use shop fabricated parapet fascia	TX FIFTH WALL ROOF		TX FIFTH WALL		($2,485.00)																		$2,485.00				$0.00	$14,819,081.00
CO #13, CR #45	7/10/18	7/11/18	Install steel counter supports	CENTRAL TX DRYWALL		CHASCO		$901.64																		($901.64)				$0.00	$14,819,081.00
CO #14	7/17/18	7/17/18	Rm #226 Additional Wilco funding	WILCO		WILCO	21	$0.00																	$ 100,000.00					$100,000.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 Reduce contractor's contingency	CHASCO		WILCO		$38,082.00																		($38,082.00)				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 add fee for contractor's contingency	CHASCO		CHASCO		($1,109.00)																					$ 1,109.00	$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce owner's contingency	WILCO		WILCO		$135,299.00																	$ (135,299.00)					$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. reinf. allow.	CHASCO		CHASCO		$8,286.00									$ (8,286.00)													$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. steel allow.	CHASCO		CHASCO		$15.25										$ (15.25)												$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. utilities allow.	CHASCO		CHASCO		$1,257.00											$ (1,257.00)											$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. dirt & pav. allow.	CHASCO		CHASCO		$10,000.00			($10,000.00)																			$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce rented equip. allow.	CHASCO		CHASCO		$30,000.00		($30,000.00)																				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. rough carpentry	CHASCO		CHASCO		$10,000.00	($10,000.00)																					$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce buyout savings	CHASCO		CHASCO		$24,859.00																					$ (24,859.00)	$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce temp. lighting allow.	CHASCO		CHASCO		$2,761.87							$ (2,761.87)															$0.00	$14,919,081.00
CO#15	8/9/18	8/9/18	Misc Subcontractor Change Orders	CHASCO		CHASCO		$40,182.81																		$40,182.81				$80,365.62	$14,838,715.38
							36		**$2,180.00**	**$30,000.00**	**$10,000.00**	**$ -**	**$ 9,031.00**	**$ -**	**$ -**	**$ 10,000.00**	**$ -**	**$ -**	**$ -**	**$ 70,000.00**	**$ 10,000.00**	**$ 60,000.00**	**$ 2,500.00**	**$ 52,377.44**	**$ 367,899.69**	**$ 449,630.00**	**$ 419,635.00**	**$ 71,088.00**	**$14,919,081.00**	**$14,919,081.00**

Commissioners Court - Regular Session **21.**

Meeting Date: 08/28/2018

Discuss consider and take appropriate action on Change Order No 3 to contract number IFB 1708-182 for River Rd and Old Windmill Rd

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 3, to contract number IFB 1708-182, in the amount of -$16,843.07 for major rehabilitation associated with River Rd. and Old Windmill Rd.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $1,220,169.96. Change Orders #1 and #2 increased contract amount to $1,261,882.74. With the addition of this change order, of -$16,843.07, final contract amount will be $1,245,039.67.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No 3- River Rd and Old Windmill Rd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:26 AM
Form Started By: Kelly Murphy		Started On: 08/23/2018 08:03 AM
Final Approval Date: 08/23/2018		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **Smith Contracting**
2. Change Order Work Limits: Sta. **N/A** to Sta. **N/A**
3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)
4. Reasons: **CODE: 2E** (3 Max. - In order of importance - Primary first)

Project:	***IFB 1708-182***
Roadway:	***River Rd and Old Windmill Rd***
Purchase Order Number:	

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **NA**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 6-22-18

By _____

Typed/Printed Name HARDIN CAMP

Typed/Printed Title VP

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($16,843.07)**

RECOMMENDED FOR EXECUTION:

_____ 8/9/18
Project Manager / Construction Observer — Date

_____ 8/10/18
Design Engineer — Date

_____ 8/13/18
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 *Project #* IFB 1708-182

TABLE A: Force Account Work and Materials Placed into Stock

Item	Tech Spec	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

					ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	Tech Spec	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100	6002	PREPARING ROW	STA	$1,300.00	80.00	$104,000.00	0.00	80.00	$104,000.00	$0.00
100	6017	PREP ROW (TREE) (GREATER THAN 8 IN DIA)	EA	$300.00	20.00	$6,000.00	32.00	52.00	$15,600.00	$9,600.00
110	6001	EXCAVATION (ROADWAY)	CY	$17.00	3,741.00	$63,597.00	0.00	3,741.00	$63,597.00	$0.00
110	6002	EXCAVATION (CHANNEL)	CY	$20.00	226.00	$4,520.00	0.00	226.00	$4,520.00	$0.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$10.00	821.00	$8,210.00	0.00	821.00	$8,210.00	$0.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$0.90	24,626.00	$22,163.40	0.00	24,626.00	$22,163.40	$0.00
162	6002	BLOCK SODDING	SY	$8.50	379.00	$3,221.50	0.00	379.00	$3,221.50	$0.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.14	24,626.00	$3,447.64	0.00	24,626.00	$3,447.64	$0.00
166	6001	FERTILIZER	AC	$550.00	5.17	$2,841.48	(0.17)	5.00	$2,750.00	($91.48)
168	6001	VEGETATIVE WATERING	MG	$9.00	958.76	$8,628.84	(948.76)	10.00	$90.00	($8,538.84)
169	6001	SOIL RETENTION BLANKETS (CL I) (TY A)	SY	$1.15	7,587.00	$8,725.05	0.00	7,587.00	$8,725.05	$0.00
247	6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS	CY	$40.00	2,626.00	$105,040.00	0.00	2,626.00	$105,040.00	$0.00
260	6079	LIME TRT (SUBGRADE) (6")	SY	$7.00	18,905.00	$132,335.00	0.00	18,905.00	$132,335.00	$0.00
310	6027	PRIME COAT (MC-30 OR AE-P)	GAL	$3.25	3,437.00	$11,170.25	(2,012.00)	1,425.00	$4,631.25	($6,539.00)
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	$95.00	300.00	$28,500.00	(138.00)	162.00	$15,390.00	($13,110.00)
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.25	12,032.00	$39,104.00	173.00	12,205.00	$39,666.25	$562.25
354	6100	PLANE ASPH CONC PAV (5")	SY	$4.25	18,905.00	$80,346.25	0.00	18,905.00	$80,346.25	$0.00
432	6002	RIPRAP (CONC)(5 IN)	CY	$400.00	18.00	$7,200.00	0.00	18.00	$7,200.00	$0.00
432	6035	RIPRAP (STONE PROTECTION) (24 IN)	CY	$90.00	350.00	$31,500.00	0.00	350.00	$31,500.00	$0.00
432	6045	RIPRAP (MOW STRIP) (4 IN)	CY	$375.00	49.00	$18,375.00	0.00	49.00	$18,375.00	$0.00
460	6009	CMP AR (GAL STL DES 2)	LF	$54.00	490.00	$26,460.00	70.00	560.00	$30,240.00	$3,780.00
460	6010	CMP AR (GAL STL DES 3)	LF	$62.00	60.00	$3,720.00	0.00	60.00	$3,720.00	$0.00
460	6011	CMP AR (GAL STL DES 4)	LF	$80.00	295.00	$23,600.00	0.00	295.00	$23,600.00	$0.00
462	6010	CONC BOX CULV (6 FT X 3 FT)	LF	$365.00	29.00	$10,585.00	0.00	29.00	$10,585.00	$0.00
464	6017	RC PIPE (CL IV)(18 IN)	LF	$62.00	49.00	$3,038.00	0.00	49.00	$3,038.00	$0.00
464	6018	RC PIPE (CL IV)(24 IN)	LF	$88.00	422.00	$37,136.00	0.00	422.00	$37,136.00	$0.00
464	6019	RC PIPE (CL IV)(30 IN)	LF	$108.00	39.00	$4,212.00	0.00	39.00	$4,212.00	$0.00
464	6020	RC PIPE (CL IV)(36 IN)	LF	$147.00	40.00	$5,880.00	0.00	40.00	$5,880.00	$0.00
465	6187	INLET(COMPL)(DROP)(TY 1)(1 GRATE)	EA	$4,800.00	1.00	$4,800.00	0.00	1.00	$4,800.00	$0.00
466	6039	HEADWALL (CH - FW - 30) (DIA= 36 IN)	EA	$3,600.00	1.00	$3,600.00	0.00	1.00	$3,600.00	$0.00
466	6134	HEADWALL (CH - PW - S) (DIA= 36 IN)	EA	$6,000.00	1.00	$6,000.00	0.00	1.00	$6,000.00	$0.00
466	6152	WINGWALL (FW - 0) (HW=5 FT)	EA	$5,500.00	1.00	$5,500.00	0.00	1.00	$5,500.00	$0.00
466	6179	WINGWALL (PW - 1) (HW=4 FT)	EA	$8,900.00	1.00	$8,900.00	0.00	1.00	$8,900.00	$0.00
467	6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	$1,400.00	4.00	$5,600.00	0.00	4.00	$5,600.00	$0.00
467	6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EA	$1,700.00	8.00	$13,600.00	0.00	8.00	$13,600.00	$0.00
467	6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	$3,300.00	1.00	$3,300.00	0.00	1.00	$3,300.00	$0.00
467	6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EA	$2,900.00	2.00	$5,800.00	0.00	2.00	$5,800.00	$0.00
467	6525	SET (TY II) (DES 2) (CMP) (6: 1) (P)	EA	$1,500.00	32.00	$48,000.00	2.00	34.00	$51,000.00	$3,000.00
467	6537	SET (TY II) (DES 3) (CMP) (6: 1) (P)	EA	$1,600.00	4.00	$6,400.00	0.00	4.00	$6,400.00	$0.00
467	6551	SET (TY II) (DES 4) (CMP) (6: 1) (P)	EA	$2,300.00	4.00	$9,200.00	0.00	4.00	$9,200.00	$0.00
496	600	REMOV STR (HEADWALL)	EA	$1,000.00	2.00	$2,000.00	0.00	2.00	$2,000.00	$0.00
496	6007	REMOV STR (PIPE)	LF	$12.00	300.00	$3,600.00	0.00	300.00	$3,600.00	$0.00
496	6050	REMOV STR (DRIVEWAY CULVERT)	EA	$300.00	12.00	$3,600.00	0.00	12.00	$3,600.00	$0.00
500	6001	MOBILIZATION	LS	$40,000.00	1.00	$40,000.00	0.00	1.00	$40,000.00	$0.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$2,300.00	3.00	$6,900.00	0.00	3.00	$6,900.00	$0.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$22.00	245.00	$5,390.00	0.00	245.00	$5,390.00	$0.00
506	6011	ROCK FILTER DAMS (REMOVE) (TY 2)	LF	$7.00	245.00	$1,715.00	0.00	245.00	$1,715.00	$0.00
506	6020	CONSTRUCTION EXISTS (INSTALL) (TY 1)	SY	$11.00	333.00	$3,663.00	0.00	333.00	$3,663.00	$0.00
506	6024	CONSTRUCTION EXISTS (REMOVE)	SY	$6.50	333.00	$2,164.50	0.00	333.00	$2,164.50	$0.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$1.90	6,729.00	$12,785.10	0.00	6,729.00	$12,785.10	$0.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.55	6,729.00	$3,700.95	0.00	6,729.00	$3,700.95	$0.00
530	6006	DRIVEWAYS (SURF TREAT)	SY	$28.00	2,690.00	$75,320.00	(1,390.50)	1,299.50	$36,386.00	($38,934.00)
540	6001	MTL W-BEAM GD FEN (TIM POST)	LF	$24.00	1,000.00	$24,000.00	0.00	1,000.00	$24,000.00	$0.00
540	6014	SHORT RADIUS	LF	$27.00	25.00	$675.00	0.00	25.00	$675.00	$0.00
540	2005	TERMINAL ANCHOR SECTION	EA	$975.00	8.00	$7,800.00	0.00	8.00	$7,800.00	$0.00
560	6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$200.00	57.00	$11,400.00	0.00	57.00	$11,400.00	$0.00
W2.10A.6"		Pipe, 6" Dia. PVC Water, Complete in Place, Including Excavation and Backfill	LF	$26.00	800.00	$20,800.00	(770.00)	30.00	$780.00	($20,020.00)
W2.10AR.6"		Pipe, 6" Dia. PVC Water (Restrained), Complete in Place, Including Exc and Backfill	LF	$30.00	200.00	$6,000.00	(200.00)	0.00	$0.00	($6,000.00)
W1.17.A		Ductile Iron Fittings	TON	$10,000.00	2.00	$20,000.00	(2.00)	0.00	$0.00	($20,000.00)
W1.17.B6X6		Wet Connection, 6"x6" Dia.	EA	$1,400.00	6.00	$8,400.00	0.00	6.00	$8,400.00	$0.00
CIP11.06B		Trench Excavation Safety Protection System (All Depths)	LF	$1.00	1,200.00	$1,200.00	(1,200.00)	0.00	$0.00	($1,200.00)
W2.10.A2		Pipe, 2" Dia. SDR-9 PE, New Service Line	LF	$15.00	100.00	$1,500.00	160.00	260.00	$3,900.00	$2,400.00
W3.21A6		Valves, Gate 6" Dia.	EA	$1,100.00	3.00	$3,300.00	(3.00)	0.00	$0.00	($3,300.00)
W3.21ARV2		Air Release Valve, 2"	EA	$2,300.00	2.00	$4,600.00	(2.00)	0.00	$0.00	($4,600.00)
W3.21.B		Fire Hydrant Assembly	EA	$4,700.00	2.00	$9,400.00	(2.00)	0.00	$0.00	($9,400.00)
W-04		Reconnect single service connections, incl. new meters per detail W-04	EA	$1,600.00	10.00	$16,000.00	10.00	20.00	$32,000.00	$16,000.00
Change Order #1										
W3.10.A2		PIPE 3" DIA SDR-9 NEW WATER MAIN	LF	$22.00	1,040.00	$22,880.00	335.00	1,375.00	$30,250.00	$7,370.00
W3.21.A3		3" GATE VALVES	EA	$980.00	2.00	$1,960.00	(2.00)	0.00	$0.00	($1,960.00)
W2.45.A1		POT HOLING FOR UTILITY LOCATIONS	DAY	$2,500.00	1.00	$2,500.00	3.00	4.00	$10,000.00	$7,500.00
A.05		PIPE 1" DIA SDR-9 NEW SERVICE LINE	LF	$14.00	560.00	$7,840.00	26.00	586.00	$8,204.00	$364.00
W3.21.A1		1" GATE VALVES	EA	$330.00	4.00	$1,320.00	(1.00)	3.00	$990.00	($330.00)
Change Order #2										
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	$95.00	-138.00	($13,110.00)	138.00	0.00	$0.00	$13,110.00
530	6006	DRIVEWAYS (SURF TREAT)	SY	$28.00	-1,390.50	($38,934.00)	1,390.50	0.00	$0.00	$38,934.00
316	6177	AGGR (TYB GR 5 SAC B)	CY	$109.25	150.00	$16,387.50	116.00	266.00	$29,060.50	$12,673.00
530	6007	DRIVEWAYS (SURFACE TREAT) (GR5)	SY	$31.45	1,299.50	$40,869.28	60.00	1,359.50	$42,756.28	$1,887.00
		TOTALS				$1,261,882.74			$1,245,039.67	($16,843.07)

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **22.**

Meeting Date: 08/28/2018

Dunaway Associates LP Contract Amendment No 2 Cave at Cambria Dr

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Dunaway Associates LP and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway Associates LP Contract Amendment No 2 Cave at Cambria Dr

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/22/2018 10:22 AM
County Judge Exec Asst.	Wendy Coco	08/22/2018 12:01 PM
Form Started By: Vicky Edwards		Started On: 08/17/2018 09:59 AM
Final Approval Date: 08/22/2018		

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

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

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **March 20, 2018** (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$76,000.00;** and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $76,000.00 to $86,000.00.

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

DUNAWAY

AUTHORIZATION FOR CONTRACT AMENDMENT

Date:	August 8, 3018	**Amendment No.:**	#2	**Dunaway Project No.:**	B004339.001
Project Name:	Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive Round Rock, TX				
Attn:	Terron Evertson, P.E.				
Client:	Williamson County				
Address:	3151 S.E. Inner Loop, Suite B, Georgetown, TX 78626				

Services covered by this authorization shall be performed in accordance with the Dunaway "Standard Terms & Conditions," under the original Agreement dated March 5, 2018.

	LUMP SUM SERVICES	TIME & MATERIAL SERVICES	TOTAL
ORIGINAL CONTRACT AMOUNT	$7,500	$58,170	$65,670
CONTRACT AMENDMENT #1 AMOUNT:		$10,330	$10,330
CONTRACT AMENDMENT #2 AMOUNT:		**$10,000**	**$10,000**
TOTAL REVISED CONTRACT AMOUNT:			$86,000

Client hereby requests and authorizes Dunaway Associates, L.P. (Dunaway) to perform the following additional services:

DETAILED SCOPE OF WORK

a. Coordination, agency approval, report review, for Fifth Chamber mitigation.
b. Ongoing field visits
c. Construction change order for Fifth Chamber or future quantity adjustments.
d. Maintaining highest level of responsiveness throughout construction

If the proposed scope of this amendment meets with your approval, please sign below and return one copy to our office as our notice to proceed.

Respectfully submitted,

DUNAWAY ASSOCIATES, L.P.,
a Texas limited partnership

Eddie Bogard, PE
Engagement Manager

Ross Eubanks, PE, SE
Vice President

Agreed & Accepted

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

EDB/krr

Commissioners Court - Regular Session **23.**

Meeting Date: 08/28/2018

Dunaway Associates LP WA1 Sup1 Cave at Cambria Drive

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Dunaway Associates, LP and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive Round Rock, Texas for Williamson County Road and Bridge.

Background

This supplemental is to increase the maximum amount payable to $86,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway Associates LP WA1 Sup1 Cave at Cambria Drive

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/22/2018 10:22 AM
County Judge Exec Asst.	Wendy Coco	08/22/2018 12:01 PM
Form Started By: Vicky Edwards		Started On: 08/17/2018 10:05 AM
Final Approval Date: 08/22/2018		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

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

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 20, 2018** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1___ dated effective **July 31, 2018** (the "Work Authorization");

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

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

AGREEMENT

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

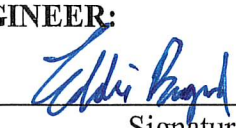
I. The maximum amount payable for services under the Work Authorization is hereby increased from $76,000 to $86,000. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization 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.

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

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

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

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Eddie Bogard, PE	Dan Gattis
Printed Name	Printed Name
Engagement Manager	County Judge
Title	Title
August 13, 2018	
Date	Date

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 C - Work Schedule

DUNAWAY

AUTHORIZATION FOR CONTRACT AMENDMENT

Date:	August 8, 3018	**Amendment No.:**	#2	**Dunaway Project No.:**	B004339.001
Project Name:	Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive Round Rock, TX				
Attn:	Terron Evertson, P.E.				
Client:	Williamson County				
Address:	3151 S.E. Inner Loop, Suite B, Georgetown, TX 78626				

Services covered by this authorization shall be performed in accordance with the Dunaway "Standard Terms & Conditions," under the original Agreement dated March 5, 2018.

	LUMP SUM SERVICES	TIME & MATERIAL SERVICES	TOTAL
ORIGINAL CONTRACT AMOUNT	$7,500	$58,170	$65,670
CONTRACT AMENDMENT #1 AMOUNT:		$10,330	$10,330
CONTRACT AMENDMENT #2 AMOUNT:		**$10,000**	**$10,000**
TOTAL REVISED CONTRACT AMOUNT:			$86,000

Client hereby requests and authorizes Dunaway Associates, L.P. (Dunaway) to perform the following additional services:

DETAILED SCOPE OF WORK

a. Coordination, agency approval, report review, for Fifth Chamber mitigation.
b. Ongoing field visits
c. Construction change order for Fifth Chamber or future quantity adjustments.
d. Maintaining highest level of responsiveness throughout construction

Commissioners Court - Regular Session **24.**

Meeting Date: 08/28/2018

CR 200 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Raude Yepez and Amelia Alvarado for ROW needed on CR 200 (Parcel 11). Funding Source: Road Bonds P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Yepez Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:45 AM
Form Started By: Charlie Crossfield		Started On: 08/23/2018 10:28 AM
Final Approval Date: 08/23/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 10

THIS REAL ESTATE CONTRACT ("Contract") is made by RAUDE YEPEZ and AMELIA ALVARADO (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> All of that certain 0.06-acre (2,633 square feet) tract of land out of Lot 81, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 81 being conveyed to Raude Yepez and wife, Amelia Alvarado, by Deed Recorded in Document No. 2015104273, O.P.R.W.C., said 0.06 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of SIX THOUSAND FIVE HUNDRED FIFTY and 00/100 Dollars ($6,550.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of SELLER.

The Property herein is being conveyed to Purchaser under threat of condemnation.

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Austin Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before September 15, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in a form substantially similar to that shown in Exhibit "B" attached hereto and incorporated herein.

(2) Cooperate, to the extent required, to ensure that the Title Company will deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the promulgated form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound; Total Agreement; Modification

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 of the Texas Real Estate License Act, **PURCHASER IS HEREBY ADVISED THAT IT SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE OR PURCHASER SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF PURCHASER'S OWN SELECTION.**

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By:_____
RAUDE YEPEZ

Address: 200 Sarahs Lane
Liberty Hill, Texas 78642

By:_____
AMELIA ALVARADO

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

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

Date:_____

EXHIBIT A

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

PROPERTY DESCRIPTION
PARCEL 11

BEING A 0.060 ACRE (2,633 SQUARE FEET) TRACT OF LAND OUT OF LOT 81, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 81 BEING CONVEYED TO RAUDE YEPEZ AND WIFE, AMELIA ALVARADO BY DEED RECORDED IN DOCUMENT NO. 2015104273, O.P.R.W.C., SAID 0.060 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with a common line being the north line of said Lot 81 and the south line of Lot 80 of said Cierra Vista Subdivision, and being the northwest corner hereof, from which a ½" iron rod found marking the common west corner of said Lots 80 and 81 bears S 68°54'40" W, 294.02' for reference;

1. **THENCE** N 68°54'40" E, with said common line, 20.00' to a ½" iron rod with cap stamped "3DS" found in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 80 and 81 for the northeast corner hereof;

3. **THENCE** S 21°03'28" E, with the existing west margin of C.R. 200, same being the east line of said Lot 81, 131.66' to a ½" iron rod with cap stamped "3DS" found marking the easterly termination of the northerly line of Bridget Circle, a called 50' R.O.W. recorded on said Cierra Vista Plat, same being the southeast corner of said Lot 81 and hereof;

4. **THENCE** S 68°58'38" W, with the common line of Lot 81 and said Bridget Circle, 20.00' to a ½" iron rod with plastic cap stamped "SURVTEX" set marking the southerly termination of the proposed westerly ROW line of C.R. 200, for the southwest corner hereof;

EXHIBIT __

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

4. **THENCE** N 21°03'28" W, across said Lot 81 and with the proposed west ROW line of C.R. 200, 131.64' to the **POINT OF BEGINNING** and containing 0.060 acres (2,633 square feet) of land, more or less.

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

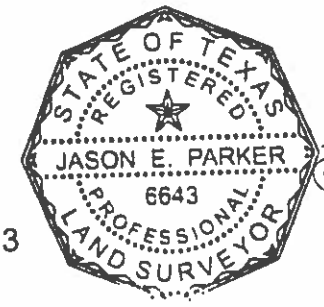
The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

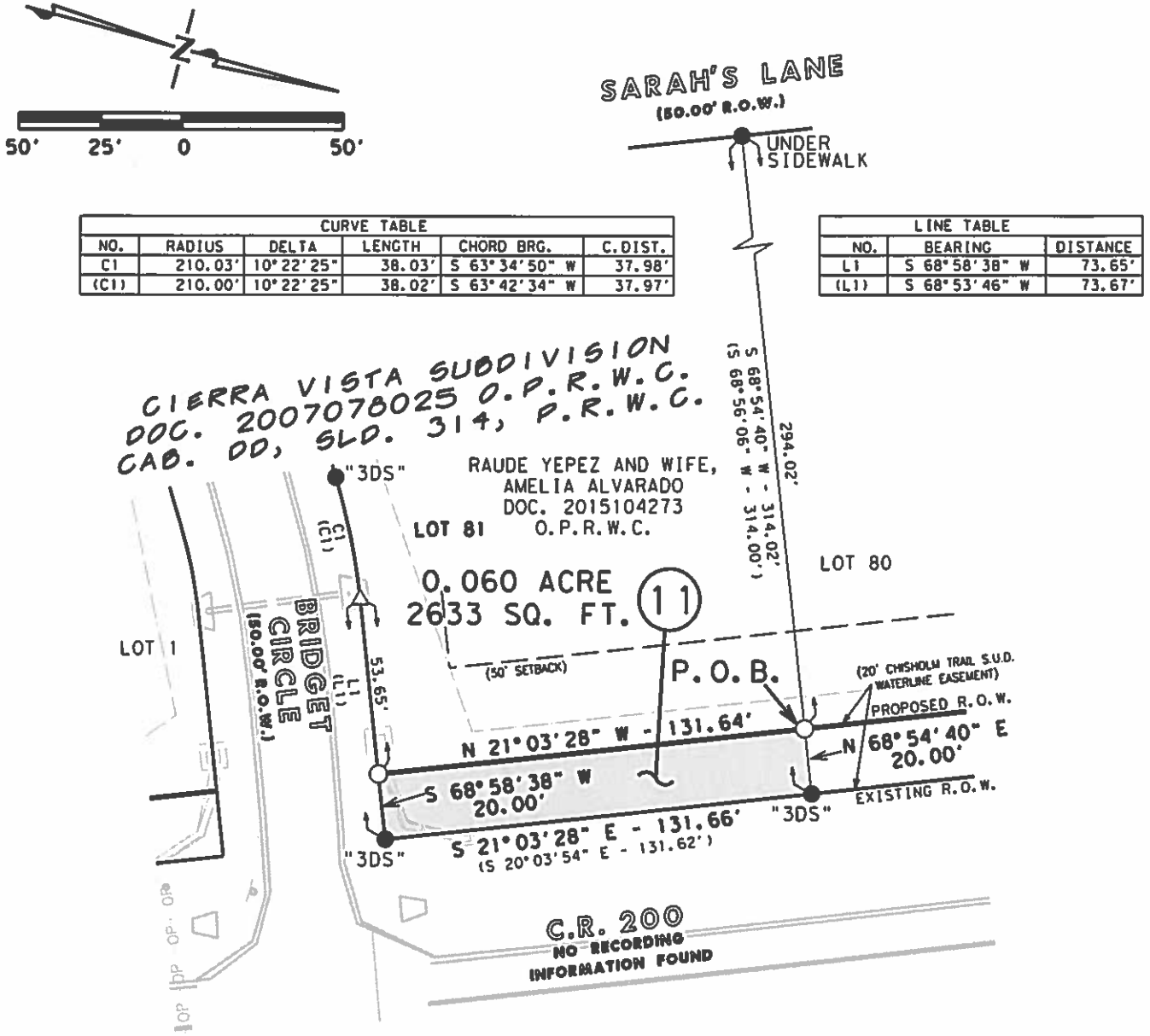
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of Oct, 2017, A.D.



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

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



CURVE TABLE					
NO.	RADIUS	DELTA	LENGTH	CHORD BRG.	C.DIST.
C1	210.03'	10°22'25"	38.03'	S 63°34'50" W	37.98'
(C1)	210.00'	10°22'25"	38.02'	S 63°42'34" W	37.97'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 68°58'38" W	73.65'
(L1)	S 68°53'46" W	73.67'

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

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

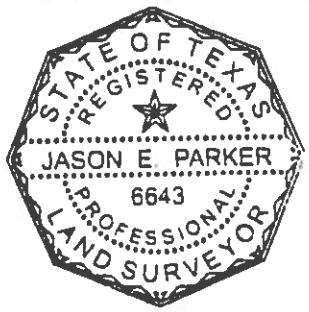
10.25.17
DATE

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

LEGEND
(UNLESS OTHERWISE NOTED)

- ■ TxDOT TYPE 1 MONUMENT FOUND
- ○ 1/2" IRON ROD SET WITH "SURVTEX" CAP
- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION

D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE



PARCEL 11
ACRES: 0.060
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P11.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

Exhibit B

Parcel 11

SPECIAL WARRANTY DEED
CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **RAUDE YEPEZ AND WIFE AMELIA ALVARADO**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.060-acre (2,633 square feet) tract of land out of Lot 81, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 81 being conveyed to Raude Yepez and wife Amelia Alvarado by Deed Recorded in Document No. 2015104273, O.P.R.W.C., said 0.060 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 200.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By:_____
Raude Yepez

(Acknowledgement Next Page)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Raude Yepez, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

By:_____
Amelia Alvarado

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Amelia Alvarado, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **25.**

Meeting Date: 08/28/2018

CR 111 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Ernest W. Kimbro for ROW needed on CR 111. (Parcel 21) Funding Source: Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimbro Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:45 AM
Form Started By: Charlie Crossfield		Started On: 08/23/2018 10:34 AM
Final Approval Date: 08/23/2018		

REAL ESTATE CONTRACT

CR 111 Right of Way—Parcel 21

THIS REAL ESTATE CONTRACT ("Contract") is made by ERNEST W. KIMBRO (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of those two certain tracts of land totaling 3.885 acres (169,231 Sq. Ft.) in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibits "A-B", attached hereto and incorporated herein (**Parcel 21**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of ONE HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRD TWENTY-FIVE and 00/100 Dollars ($174,825.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of TEN THOUSAND and 00/100 Dollars ($10,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before September 18, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A-B", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Ernest W. Kimbro

Ernest W. Kimbro

Date: 8-20-16

Address: P.O. Box 1210
Kyle, Texas 78640

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 21
Highway: County Road 111 (Westinghouse Road)

3.747 acres

PROPERTY DESCRIPTION FOR PARCEL 21

BEING ~~3.618 acres (157,614~~ Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain Tract 1, called 67.07 acres, as conveyed to Ernest W. Kimbro by deed recorded as Document No. 2007004401 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at a calculated point (Surface Coordinates determined as N=10194641.07, E=3149782.49) at the intersection of the north line of County Road No. 105, and the east line of County Road No. 104, for the Southwest corner of the above-referenced 67.07 Kimbro Tract 1, for the Southwest corner hereof;

THENCE, along the east line of County Road No. 104, being the west line of the said 67.07 Kimbro Tract 1, N 21°48'00" W, at 44.52 feet pass a fence post for a total distance of 182.66 feet, in all, to an iron pin set 153.89 feet left of Engineers Centerline Station 135+50.63 for the Northwest corner hereof, from which a fence corner found for the Northwest corner of the above-referenced 67.07 acre Kimbro Tract 1 bears N 21°48'00" W, 1,455.26 feet;

THENCE, N 68°24'15" E, 130.03 feet to an iron pin set 156.41 feet left of Engineers Centerline Station 136+80.63; S 21°37'00" E, 62.42 feet to an iron pin set 94.00 feet left of Engineers Centerline Station 136+81.87; N 71°56'30" E, 614.43 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 142+95.74; N 69°31'00" E, 647.30 feet to an iron pin set 88.00 feet left of Engineers Centerline Station 149+32.65; N 76°52'30" E, 272.04 feet to an iron pin set 88.00 feet left of Engineers Centerline Station 152+04.70 and N 80°18'45" E, 81.09 feet to an iron pin set 81.43 feet left of Engineers Centerline Station 152+89.11 on the east line of the said 67.07 acre Kimbro Tract 1, being the west line of Lot 1, Block A, of Valley Vista, a subdivision of record in Cabinet P, Slide 18, of the Plat Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, S 21°15'15" E, 21.58 feet to an iron pin found on the said north line of County Road No. 105, marking the SE corner of the said 67.07 acre Kimbro Tract 1, being the Southwest corner of the said Lot 1, for the Southeast corner hereof;

THENCE, along the said north line of County Road No. 105, S 68°41'15" W, 1.038.04 feet to an iron pin found and S 68°41'30" W, 631.15 feet to a fence post and S 68°41'30" W, 68.96 feet to the Place of **BEGINNIN**G and containing 3.618 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4 day of October, 2016, A.D.

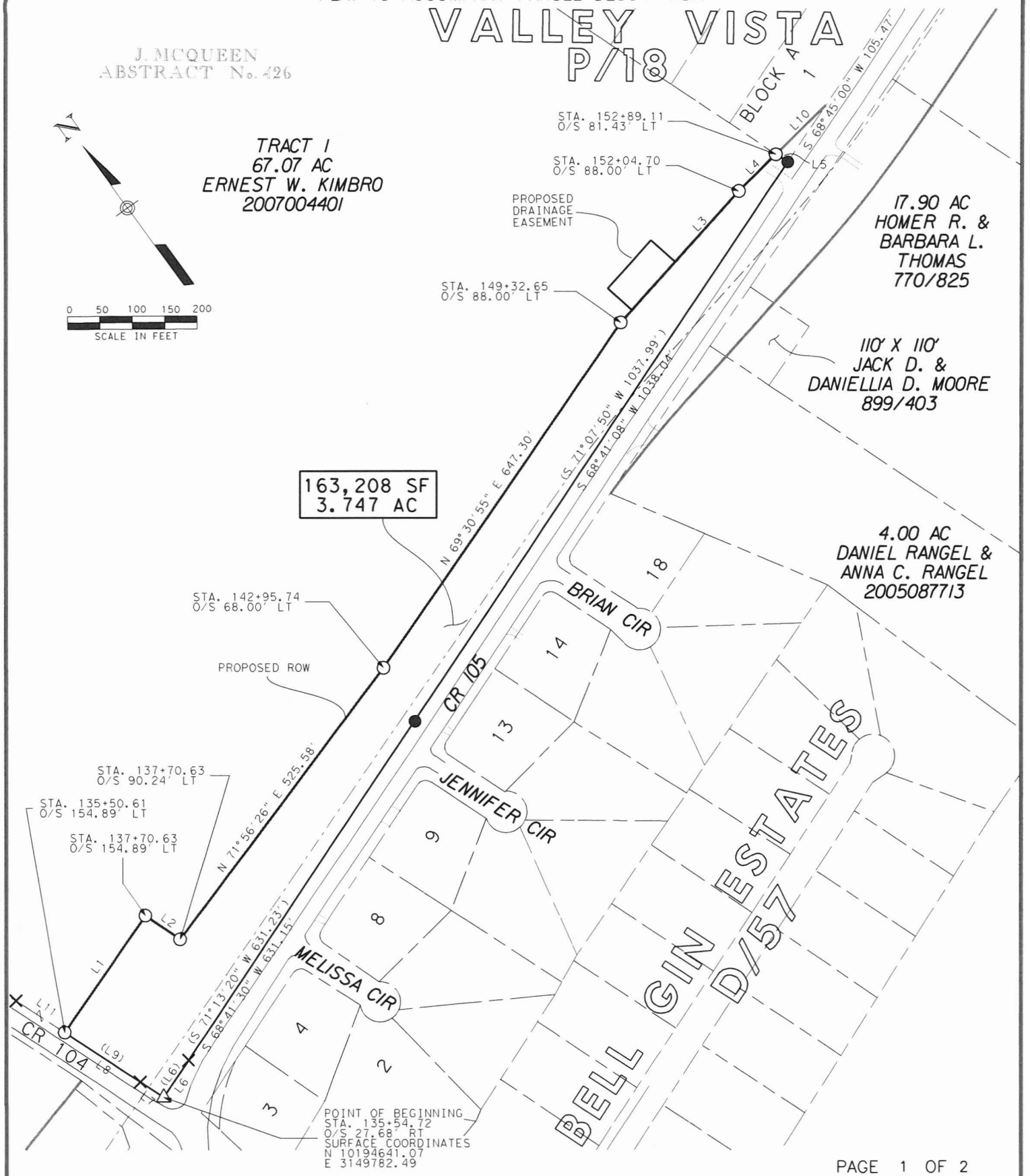


Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 21.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-161 TBLS FIRM No. 10007700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

ERNEST W. KIMBRO

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	21	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK
- × FENCE POST

CODE	BEARING	DISTANCE
L1	N 69°30'55" E	220.02'
L2	S 20°29'05" E	64.65'
L3	N 76°52'33" E	272.04'
L4	N 80°18'52" E	81.09'
L5	S 21°15'14" E	21.58'
L6	S 68°46'45" W	68.97'
L7	N 21°48'00" W	44.52'
L8	N 21°48'05" W	139.14'
(L9)	N 19°23'26" W	112.08'
L10	N 80°18'45" E	107.66'
L11	N 21°49'07" W	1,454.68'
(L6)	S 71°13'20" W	68.97'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY EASEMENT, VOL. 299, PG. 515
2. JONAH WATER SUPPLY CORPORATION EASEMENT, VOL. 563, PG. 513
3. JONAH WATER SUPPLY CORPORATION EASEMENT, VOL. 641, PG. 105
4. JONAH WATER SUPPLY CORPORATION EASEMENT, DOC. NO. 9845595
5. BOUNDARY LINE AGREEMENT, DOC. NO. 9731931

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

12/4/14

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ERNEST W. KIMBRO

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	21	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 21DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 21DE

BEING a 0.138 of one acre parcel (6,000 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, and being a portion of a called 67.07 acre tract of land described as 'Tract 1' in a General Warranty Deed to Ernest W. Kimbro, recorded in Document No. 2007004401 of the Official Public Records of Williamson County, Texas. Said 0.138 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10195271.85, E: 3151402.24) for the Southeast corner of said 67.07 acre tract and the Southwest corner of Lot 1, Block A, VALLEY VISTA, a subdivision recorded in Cabinet P, Slide 218 of the Plat Records of Williamson County, Texas, also being in the existing Northwesterly right-of-way line of County Road No. 105, (being a variable width right-of-way at this point), said 1/2-inch iron rebar found being 59.95 feet left of and at a right angle to Engineers Centerline Station 152+91.32, from which a 1/2-inch iron rebar found on the Southeast line of said 67.07 acre tract and said existing Northwesterly right-of-way line of County Road No. 105, bears South 68°41'15" West a distance of 1038.04 feet;

THENCE North 21°15'15" West departing said existing Northwesterly right-of-way line of County Road No. 105, along the East line of said 67.07 acre tract and the West line of said Lot 1, a distance of 21.58 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the proposed Northwesterly right-of-way line of County Road No. 105;

THENCE over and across said 67.07 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, the following three (3) courses and distances:

1. South 80°18'45" West a distance of 81.09 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set;

2. South 76°52'30" West a distance of 152.04 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10195243.80, E: 3151166.40) of the herein described tract, said corner being 88.00 feet left of and at a right angle to Engineers Centerline Station 150+52.65; and

3. **South 76°52'30" West** a distance of **120.00** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the Southwest corner of the herein described tract, said 1/2-inch iron rebar being 88.00 feet left of and at a right angle to Engineers Centerline Station 149+32.65, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for an angle point in said proposed Northwesterly right-of-way line of County Road No. 105, bears South 69°31'00" West a distance of 647.30 feet;

THENCE departing said proposed Northwesterly right-of-way line of County Road No. 105 and continuing over and across said 67.07 acre tract, the following three (3) courses and distances:

1. **North 13°07'30" West** a distance of **50.00** feet to the Northwest corner of the herein described tract;

2. **North 76°52'30" East** a distance of **120.00** feet to the Northeast corner of the herein described tract; and

3. **South 13°07'30" East** a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.138 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

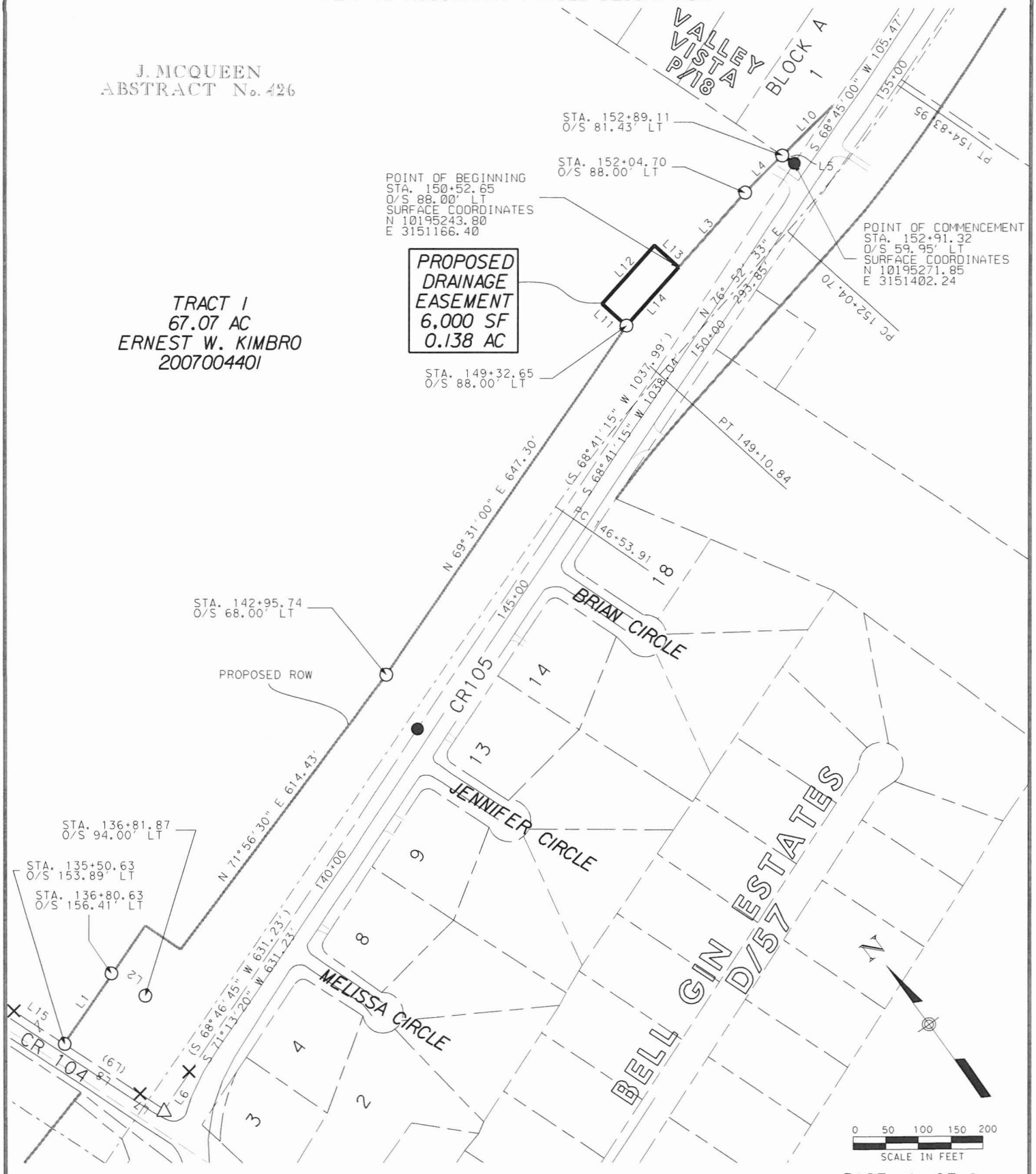
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



_____ Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 21DE.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE/TBPLS FIRM No. F-181 / 10013700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

ERNEST W. KIMBRO

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	21DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 68°24'15" E	130.03'
L2	S 21°37'00" E	62.42'
L3	S 76°52'30" W	152.04'
L4	S 80°18'45" W	81.09'
L5	N 21°15'15" W	21.58'
L6	S 68°46'45" W	68.97'
L7	N 21°48'00" W	44.52'
L8	N 21°48'00" W	138.14'
(L9)	N 19°23'26" W	112.08'
L10	N 80°18'45" E	107.66'
L11	N 13°07'30" W	50.00'
L12	N 76°52'30" E	120.00'
L13	S 13°07'30" E	50.00'
L14	S 76°52'30" W	120.00'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY EASEMENT, VOL. 299, PG. 515
2. JONAH WATER SUPPLY CORPORATION EASEMENT, VOL. 563, PG. 513
3. JONAH WATER SUPPLY CORPORATION EASEMENT, VOL. 641, PG. 105
4. JONAH WATER SUPPLY CORPORATION EASEMENT, DOC. NO. 9845595
5. BOUNDARY LINE AGREEMENT, DOC. NO. 9731931

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

12-15-16

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10007700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ERNEST W. KIMBRO

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	21DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "C"

Parcel 21

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ERNEST W. KIMBRO, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 3.885 acre (169,231 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2018.

[signature page follows]

GRANTOR:

_____
Ernest W. Kimbro

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Ernest W. Kimbro, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **26.**

Meeting Date: 08/28/2018

FY 19 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold Public Hearing on the 2018-2019 County 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 11:02 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **27.**

Meeting Date: 08/28/2018

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 11:02 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **28.**

Meeting Date: 08/28/2018

FY 19 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2018-2019 General Fund 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 11:03 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **29.**

Meeting Date: 08/28/2018

FY 19 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2018-2019 Road and Bridge Fund County 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 11:04 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **30.**

Meeting Date: 08/28/2018

FY 19 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2018-2019 Debt Service Fund County 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 11:05 AM
Final Approval Date: 07/25/2018		

Commissioners Court - Regular Session **31.**

Meeting Date: 08/28/2018

Tax year 2018 rate adoption for Williamson County

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the adoption of the 2018 tax rates for Williamson County.

Background

The following tax rate was proposed July 31st - $0.466529

Notes:
Each component of the total tax rate must be adopted separately as outlined in the order.
The vote that exceeds the effective rate must be a record vote.
The verbiage below must be voiced by the official making the motion for the total tax rate which is highlighted in the Order under Total Tax Rate on page 4.

I move that the property tax rate be increased by the adoption of a tax rate of $_____ which is effectively a ____% percent increase in the tax rate.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax rate language

Tax rate order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2018 10:26 AM
Form Started By: Judy Kocian		Started On: 08/21/2018 10:29 AM
Final Approval Date: 08/23/2018		

Language for motion to adopt a total tax rate

I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION
OF A TAX RATE OF _____, WHICH IS EFFECTIVELY A _____ INCREASE IN THE TAX RATE.

Tax Rate	% Increase
$0.466529	4.51%
$0.464029	3.95%
$0.461529	3.39%
$0.459029	2.83%
$0.456529	2.27%

Language for resolution to adopt a total tax rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY _____.

M&O Rate	% increase	$ increase
$0.259029	4.75%	$11.75
$0.256529	3.74%	$9.25
$0.254029	2.73%	$6.75
$0.251529	1.72%	$4.25
$0.249029	0.71%	$1.75

WILLIAMSON COUNTY COMMISSIONERS COURT ORDER
ADOPTION OF 2018 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS	*** BEFORE THE COMMISSIONERS COURT**
	*** OF**
COUNTY OF WILLIAMSON	*** WILLIAMSON COUNTY, TEXAS**

THAT ON THIS THE 28th day of August 2018, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Larry Madsen, Commissioner Precinct #4

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

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2018

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each $100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2018, which will be due no later than January 31, 2019, at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements outlined in the Tax Code; NOW

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court hereby adopts the following tax rates:

Road and Bridge Tax:

_____ moved for a tax rate of $_____ per $100.00 of taxable value for the purpose of assessing the Road and Bridge Taxes; and seconded by_____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

Interest and Sinking Service:

_____ moved for a tax rate of $_____ per $100.00 of taxable value for the purpose of Interest and Sinking Service; and seconded by_____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____

Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

Maintenance and Operations:

_____ moved for a tax rate of $_____ per $100.00 of taxable value for the purpose of Maintenance and Operations (M & O); and seconded by_____:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

Total Tax Rate:

I, _____, move that the property tax rate be increased by the adoption of a total tax rate of $_____ which is effectively an _____% increase in the tax rate; Seconded by _____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: Yes: _____ No: _____
Abstaining: _____ Absent: _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $_____.

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under

the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Dan A. Gattis was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 28th day of August of 2018.

_____

Dan A. Gattis, County Judge

Commissioners Court - Regular Session **32.**

Meeting Date: 08/28/2018

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the North San Gabriel Municipal Utility District No. 2 and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The two original documents of the Tax Collection Agreement with the North San Gabriel MUD No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. All completed originals should be returned to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North San Gabriel

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 08:59 AM
Form Started By: Judy Kocian		Started On: 08/17/2018 03:30 PM
Final Approval Date: 08/21/2018		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, North San Gabriel Municipal Utility District No. 2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between North San Gabriel Municipal Utility District No. 2 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the

county sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding Truth-in-Taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20___.

COUNTY OF WILLIAMSON

_____
Dan A. Gattis, County Judge
County of Williamson

_____
Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

_____
Steven Buffum, Board President

RESOLUTION AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, North San Gabriel Municipal Utility District No. 2 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the North San Gabriel Municipal Utility District No. 2 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTH SAN GABRIEL MUNICIPAL UTILITY DISTRICT NO. 2 THAT:

The President of the North San Gabriel Municipal Utility District No. 2 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of the North San Gabriel Municipal Utility District No. 2 on the 16th day of August, 2018.

Steven Buffum, President

ATTEST:

Secretary

Commissioners Court - Regular Session **33.**

Meeting Date: 08/28/2018

Contract with DSHS for County Clerk

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on renewal of contract with DSHS for remote access for the County Clerk plus Data Use Agreement and Security Privacy Agreement.

Background

Stan reviewed in April but there were additional documents which had to be completed with the help of IT and the help of the County Attorney's office regarding security and data use. Contract is the same as usual for the remote.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Remote Contract

Signed Data Use Agreement

Security Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2018 12:01 PM
County Clerk (Originator)	Nancy Rister	08/22/2018 12:06 PM
Form Started By: Nancy Rister		Started On: 08/22/2018 09:47 AM
Final Approval Date: 08/22/2018		

DEPARTMENT OF STATE HEALTH SERVICES

Contract number HHSREV100000917 (the "Contract"), is entered into by Department of State Health Services ("DSHS") Vital Statistics Section and Williamson County ("Contractor"). DSHS and Contractor are collectively referred to herein as the "Parties."

I. **Purpose of the Contract.** DSHS agrees to provide access to the DSHS Vital Event Electronic Registration System for the purpose of issuing individual birth certificates.

II. **Term of the Contract.** This Contract will begin on September 1, 2018 and end on August 31, 2023.

III. **Authority**. The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.

IV. **Statement of Work.**

A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday through Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.

B. Contractor may search DSHS databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the DSHS Vital Event Electronic Registration System is not abused by its staff. Abuse of the access to confidential information in the DSHS Vital Event Electronic Registration System may be cause for termination of this Contract in accordance with Section IX.K.

C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

D. Contractor will complete the DSHS Vital Event Electronic Registration System registration forms as specified by DSHS. Contractor will remain in compliance with any requirements specified by DSHS for accessing the DSHS Vital Event Electronic Registration System. Contractor will not be required to pay an additional fee pursuant to this Subsection.

E. Contractor acknowledges that records may not be located in the searching process instituted by Contractor, or records which are located may have errors due to:

1. Normal key-entry errors in spellings;
2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
3. The event year does not exist on the system.

F. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the database information.

G. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

H. Contractor will issue Certificates of Birth utilizing remote access to the DSHS system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.

I. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.

J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS **ONE DOLLAR AND EIGHTY-THREE CENTS ($1.83)** for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.

VI. Billing.

A. DSHS will send an itemized billing to Contractor on a monthly basis for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Williamson County Clerk's Office

Address: P.O. Box 647
Jarrell, TX 76537

B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.texas.gov.

VII. Payment Method.

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Williamson County	DSHS
Williamson County Williamson County Clerk's Office Attn: Nancy E. Rister P.O. Box 647 Jarrell, TX 76537 Phone: (512) 943-1515 Email: nrister@wilco.org	Texas Department of State Health Services Contract Management Section Attn: Tina Walker Mail Code 1990 P.O. Box 149347 Austin, TX 78714-9347 Phone: (512) 776-2732 Email: tina.walker@dshs.texas.gov

IX. General Terms and Conditions.

A. Governing Law. Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. Amendment. This Contract may be modified by written amendment signed by the Parties.

C. Confidentiality.

The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.

D. Exchange of Personal Identifying Information. This Contract concerns personal identifying information. Except as prohibited by other law, Contractor and DSHS may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.

E. Records Retention. DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at http://www.dshs.texas.gov/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

F. Severability. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

G. Notice. Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.

H. Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.

I. Assignment. Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.

J. Suspension of Services Under This Contract. In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.

K. Termination.

1. **Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.

3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.

4. **Equitable Settlement.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

Manda Hall MD

Manda Hall, M.D.
Associate Commissioner
Department of State Health Services

4/19/18
Date

WILLIAMSON COUNTY

Dan A. Gattis
County Judge
Williamson County

Date

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT HHSREV100000917:

ATTACHMENT A- DATA USE AGREEMENT

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
WILLIAMSON COUNTY ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency, Texas Department of State Health Services ("HHS"), and Williamson County, a political subdivision of the State of Texas ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the "Base Contract").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA, if applicable, available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations, if applicable. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations, if applicable. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request, if applicable**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information, except for information CONTRACTOR is required to maintain by law. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as applicable in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA, if applicable, and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA, except for information CONTRACTOR is required to maintain by law, and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7.
AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	WILLIAMSON COUNTY, TEXAS
BY: Manda Hall MD	BY: _____
NAME:	NAME: DAN A. GATTIS
TITLE: _____	TITLE: COUNTY JUDGE
DATE: 8/22/18, 2018	DATE: _____, 2018

Commissioners Court - Regular Session **34.**

Meeting Date: 08/28/2018

TWC Information Release Contract Amendment 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 for approval of Information Release Contract between Texas Workforce Commission and the Williamson County Sheriff's Office including authority for Chief Deputy to sign same.

Background

The purpose of this annual contract is to provide the Sheriff's Office with access to confidential TWC Agency data. WCSO is authorized to use TWC information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; and to assist in locating persons with outstanding warrants. Our current contract will expire on September 30, 2018. There are no changes to the General Terms and Conditions pursuant to this amendment and the annual fee for one year will be $1,500.00 as the previous year. This contract would remain into effect until September 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TWC Information Release Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 04:32 PM
Form Started By: Starla Hall		Started On: 08/20/2018 02:34 PM
Final Approval Date: 08/21/2018		

DocuSign Envelope ID: 01668776-C5D4-41CA-BDDE-02845F383B8D

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2915PEN009**	**Amendment Number**	**4**	**Effective Date**	**Sept. 28, 2018**

Recipient	
Name	**Williamson County Sheriff's Office**
Mailing Address	**508 S. Rock St.**
City/State/Zip	**Georgetown, TX 78626**
Telephone Number	**(512) 943-1325**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:
Current End Date: Sept. 30, 2018 Amended End Date: **Sept. 30, 2019**

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows:

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☒ Attachment A: Statement of Work - Project Obligations is amended as follows:
- Revised Section 4.1. Changes are in bold.

☐ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows: Contract extended one year at $1,500.00. ☐ There are **no** changes to the contract amount pursuant to this amendment.	**Total Amended Contract Amount** **$7,500.00**

Changes to Other than the Above Categories

☐ Other:

☒ There are **no** other changes to the document pursuant to this amendment.

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Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this grant award amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Williamson County Sheriff's Office**
Lisa Richardson 8/8/2018	
Lisa Richardson Date Chief Information Officer	Tim Ryle Date Chief Deputy

DocuSign Envelope ID: 01668776-C5D4-41CA-BDDE-02845F383B8D

Revised Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLIAMSON COUNTY SHERIFF'S OFFICE

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; and to assist in locating persons with outstanding warrants (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:

- BN75: wage records file;
- CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and
- IRS6, STS, and SER: employer master file inquiry.

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

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3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar ($1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 User Document Renewal. On November 1, 2014 the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.5 Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall

cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Michael Bourda
External Data Exchange Contracts (EDEC)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room **342T**
Austin, TX 78701

Phone: (512) 936-4272
Fax: (512) 936-0219
Email: DEContracts@twc.state.tx.us

Recipient Contact Person

Paul C. Jordan
Crime Analyst
Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626

Phone: (512) 943-1325

Email: pjordan@wilco.org

Send invoices to:

Peggy Braun
Accounts Payable
Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626

Phone: (512) 943-1316
Email: pbraun@wilco.org

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2914PEN006.

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Commissioners Court - Regular Session **35.**

Meeting Date: 08/28/2018

KGA small projects

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Professional Services Agreement between KGA Architecture and Williamson County, for the construction and renovation of County Facilities and authorizing execution of the Professional Services Agreement and related Work Authorizations.

Background

This contract is for additional services outside of the scope of the KGA contract awarded on 8/21/2018 under agenda item 47, and further defines additional small projects including the construction and renovation of County facilities. Funding will be provided by multiple funding sources defined with each work authorization.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KGA PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2018 11:40 AM
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Kerstin Hancock		Started On: 08/22/2018 12:21 PM
Final Approval Date: 08/23/2018		

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** 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 **Three hundred thousand and no/100 Dollars ($300,000.00)** (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

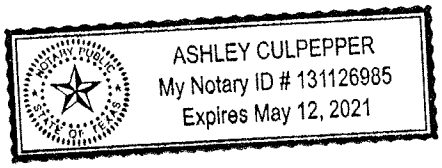
By _____

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.



Notary Public in and for the
State of ~~Nevada~~ Texas

My commission expires: 5/12/21

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:

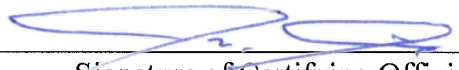
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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 15, 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 Ronito Parter the _____ of Kaa Architecture on behalf of said firm.

ASHLEY CULPEPPER
My Notary ID # 131126985
Expires May 12, 2021

Notary Public in and for the
State of Texas

My commission expires: 5/12/21

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.

Detailed scopes of services shall be defined in each Work Authorization.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. [_____]
PROJECT: [_____]

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Architectural and Engineering Services, being dated [_____ ____, 20___] and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and [_____] (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 [_____].

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 [_____ ____, 20____]. 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 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
_____	_____
Printed Name	Printed Name
_____	_____
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

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 **36.**

Meeting Date: 08/28/2018

KGA Architecture WA1 County Server Building

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 September 30, 2019 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 28, 2018 for Williamson County Server Building for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KGA Architecture WA1 County Server Building

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/22/2018 10:22 AM
County Judge Exec Asst.	Wendy Coco	08/22/2018 12:01 PM
Infrastructure Department (Originator)	Vicky Edwards	08/22/2018 01:35 PM
Form Started By: Vicky Edwards		Started On: 08/16/2018 08:49 AM
Final Approval Date: 08/22/2018		

WORK AUTHORIZATION NO. 1

PROJECT: Williamson County Server Building

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated **August 28, 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:

KGA Architecture

By: _____
Signature

Richard Romito
Printed Name

Partner
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 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 Server Building:

The scope of this Project includes but is not limited to the following:

Architect will assist the County in evaluating options for development of a Williamson County Server Building in the vicinity of the Williamson County Justice Center in Georgetown, Texas. The building size, location and type are to be determined. Options include a remodel of an existing Williamson county building and construction of a new building, including possible use of a prefabricated structure. Architect will assist Williamson County in evaluating these options, including possible assessments of existing buildings and any necessary civil engineering studies such as site utilities, etc.

Once an option has been determined, Architect shall prepare the necessary design drawings for a new building or design drawings for a remodel of an existing building, (including Civil, Structural, Mechanical, Electrical and Plumbing Engineering as needed), as well as site or interior demo drawings as needed.

Architect and Architect's consultants will prepare construction drawings necessary for permitting of the selected option. Architect will assist the County in the bidding process for General Contractors and will provide Construction Administration services as necessary.

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 **37.**

Meeting Date: 08/28/2018

Awarding IFB # 1806-241 Concrete Work for Oak Haven Circle Extension Project

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #1806-241 for Concrete Work for Oak Haven Circle Extension Project to the lowest responsive bidder A Greater Austin Development.

Background

Purchasing solicited sealed bids for Concrete Work for Oak Haven Circle Extension Project. Forty (40) vendors viewed the IFB and four (4) vendors responded. After reviewing the bids received, Road & Bridge has determined that A Greater Austin Development submitted the overall lowest and best offer and is recommending them for award in the amount of $91,620.00. The department point of contact is Terron Evertson. This expenditure will be charged to P479 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Tab Packet

Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2018 11:34 AM
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Melissa Gurka		Started On: 08/15/2018 09:37 AM
Final Approval Date: 08/23/2018		

WILLIAMSON COUNTY
1848

August 13, 2018

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Concrete Work for Oak Haven Circle Ext. – Bid #1806-241

After reviewing all of the pertinent information, it appears that A Greater Austin Development submitted the overall lowest and best offer for the #1806-241 project bid, Concrete Work for Oak Haven Circle Extension Project from Oak Haven Circle to Wind Ridge Cove.

I recommend to the Williamson County Commissioner's Court that they award A Greater Austin Development the contract for the Concrete Work for Oak Haven Circle Extension Project from Oak Haven Circle to Wind Ridge Cove.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Bid Tabulation Packet
for
Solicitation 1806-241

Concrete Work for Oak Haven Circle Extension Project

Bid Designation: Public

Williamson County, Texas

Bid #1806-241 - Concrete Work for Oak Haven Circle Extension Project

Creation Date **Jun 25, 2018** End Date **Aug 1, 2018 3:30:00 PM CDT**

Start Date **Jul 10, 2018 2:25:14 PM CDT** Awarded Date **Not Yet Awarded**

1806-241--01-01 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
A Greater Austin Development **[Ad]**	First Offer - $91,620.00	1 / each	$91,620.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** 1806-241 **Supplier Notes:**			
RHB	First Offer - $99,030.00	1 / each	$99,030.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Westar Construction, Inc.	First Offer - $176,800.00	1 / each	$176,800.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Project Total Cost Submitted= $176,800.00			
Patin Construction LLC	First Offer - $270,800.00	1 / each	$270,800.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

1806-241--01-02 Please Attach All Documents To This Line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
A Greater Austin Development **[Ad]**	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
RHB	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Westar Construction, Inc.	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Attached Cover Letter & Bid Bond Copy			

Supplier Totals

f A Greater Austin Development **[Ad]** $91,620.00 (2/2 items)

Bid Contact **Kerry Collins**
kcollins@gad.co
Ph 512-310-9300

Address **PO Box 342587**
Springville, UT 84663

Agency Notes: **Supplier Notes:** **Head Attch:**

f RHB $99,030.00 (2/2 items)

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Bid Bond (Status: Authorized on Jul 31, 2018)

Agency Notes: **Supplier Notes:** **Head Attch:**

f Westar Construction, Inc. $176,800.00 (2/2 items)

Bid Contact **Mark Williamson**
lamont@westarconstruction.com
Ph 512-990-7175
Fax 512-233-0691

Address **4500 Williams Dr. Ste 212-411**
Georgetown, TX 78628

Agency Notes: **Supplier Notes:** **Head Attch:**

f Patin Construction LLC $270,800.00 (2/2 items)

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Agency Notes: **Supplier Notes:** **Head Attch:**

**

A Greater Austin Development

Bid Contact **Kerry Collins**
kcollins@gad.co
Ph 512-310-9300

Address **PO Box 342587**
Springville, UT 84663

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-241--01-01	Total Bid Price	**Supplier Product Code:** 1806-241	**First Offer -** $91,620.00	1 / each	**$91,620.00**	**Y**	**Y**
1806-241--01-02	Please Attach All Documents To This Line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**

Supplier Total **$91,620.00**

A Greater Austin Development

Item: **Total Bid Price**

Attachments

20180801_101044.pdf

TRANSMITTAL LETTER

TO: WILLIAMSON COUNTY

ATTN: MELISSA GURKA

RE: BID #1806-241

A. NAME AND ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY SUBMITTING THE BID.
A GREATER AUSTIN DEVELOPMENT COMPANY, LTD.
6500 RIVER PLACE BLVD
BUILDING 1, SUITE 201
AUSTIN, TX 78730

B. NAME, PHYSICAL ADDRESS, EMAIL ADDRESS, BUSINESS AND FAX NUMBER OF THE BIDDER'S PRINCIPAL CONTACT PERSON REGARDING ALL CONTRACTUAL MATTERS RELATING TO THIS IFB.
KERRY COLLINS
6500 RIVER PLACE BLVD
BUILDING 1, SUITE 201
AUSTIN, TX 78730
KCOLLINS@GAD.CO
PHONE # 512-310-9300
FAX # 512-310-9333

C. THE BIDDER'S FEDERAL EMPLOYER INDENTIFICATION NUMBER: 74-2468102

D. PROPOSAL SUBMITTED WILL NOT HAVE AN EFFECT ON AIR QUALITY FOR THE COUNTY.

Williamson County, Texas Bid 1806-241

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT - BID FORM Williamson County, TX						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
432	6002	RIPRAP (CONC)(5 IN)	CY	18	440.00	7,920.00
462	6014	CONC BOX CULV (7 FT X 3 FT)	LF	24	1,100.00	26,400.00
467	6248	SET (TY I) (S=7 FT) (HW=5 FT) (3: 1) (C)	EA	8	6,600.00	52,800.00
500	6001	MOBILIZATION	LS	1	4,500.00	4,500.00
PROJECT TOTAL COST						91,620.00

The Hanover Insurance Group®

The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, A Greater Austin Development Company, Ltd. hereinafter called Principal, and THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having their principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto Williamson County, Texas as Obligee, in the penal sum of Five percent of total amount bid ($ 5%) Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Williamson County, Texas a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Concrete Work for Oak Haven Circle Extension Project, Project No. 1806-241

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

SIGNED, SEALED AND DATED this 1st day of August, 2018.

A Greater Austin Development Company, Ltd.
(Principal)

BY _____ (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____ (Seal)
(Attorney-in-fact)

☑ THE HANOVER INSURANCE COMPANY

BY David S. Ballew (Seal)
(Attorney-in-fact)
David S. Ballew

141-0787 (10/04)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

David S. Ballew

of **Ballew Surety Agency Inc, of Austin, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 ($35,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **May 2014.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **22nd** day of **May 2014** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of August 2018.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

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.**

A Greater Austin Development Co. Ltd

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
	7/30/18

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: Liberty Civil Construction LLC
Location: Pioneer Crossing East 3A, 3B Austin Tx

Contact Name: Michael Ehrhardt
Title: Owner

Phone: (512)986-7649
E-mail: mike@libertycivil.com

Contract Date To: 2/17/2017
Contract Date From: 7/22/2017
Contract Value: $ $225,917.05

Scope of Work: Headwalls, Curb & Gutter, Sidewalks, Ramps

Reference 2

Client Name: Cash Construction
Location: Pecan Creek Phase 5, Leander Tx

Contact Name: Karl Sonntag
Title: Project Manager

Phone: (512)251-7872
E-mail: karl@ccctex.com

Contract Date To: 2/22/2017
Contract Date From: 10/14/2017
Contract Value: $ $192,000.75

Scope of Work: Headwalls, Curb & Gutter, Sidewalk, Inlet Apron

Reference 3

Client Name: DNT Construction

Location: Northridge A-1B, Austin TX

Contact Name: Donny Barker

Title: Project Manager

Phone: (512)837-6700

E-mail: dbarker@dntconstruction.com

Contract Date To: 10/27/2016

Contract Date From: 4/5/2017

Contract Value: $ $158,102.59

Scope of Work: Headwall, Area Inlet Apron, Curb + Gutter

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:	A Greater Austin Development Co Ltd
Address of Bidder:	6500 River Place Blvd, Bldg I Ste 201, Austin TX 78730
Email:	kcollins@gad.co
Telephone:	(512) 310-9300
Printed Name of Person Submitting Affidavit:	Kerry Collins
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 Kerry Collins (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Kerry Collins, (*Name of Signer*) am a duly authorized officer of/agent for A Greater Austin Development Co (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said A Greater Austin Development Co (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Kerry Collins on this the 1 day of August, 2018.

JO CAMPER
My Notary ID # 533426
Expires November 13, 2020

Notary Public in and for

The State of Texas

The County of TRAVIS

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

A Greater Austin Development

Item: **Please Attach All Documents To This Line**

Attachments

20180801_101044.pdf

TRANSMITTAL LETTER

TO: WILLIAMSON COUNTY

ATTN: MELISSA GURKA

RE: BID #1806-241

A. NAME AND ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY SUBMITTING THE BID.
A GREATER AUSTIN DEVELOPMENT COMPANY, LTD.
6500 RIVER PLACE BLVD
BUILDING 1, SUITE 201
AUSTIN, TX 78730

B. NAME, PHYSICAL ADDRESS, EMAIL ADDRESS, BUSINESS AND FAX NUMBER OF THE BIDDER'S PRINCIPAL CONTACT PERSON REGARDING ALL CONTRACTUAL MATTERS RELATING TO THIS IFB.
KERRY COLLINS
6500 RIVER PLACE BLVD
BUILDING 1, SUITE 201
AUSTIN, TX 78730
KCOLLINS@GAD.CO
PHONE # 512-310-9300
FAX # 512-310-9333

C. THE BIDDER'S FEDERAL EMPLOYER INDENTIFICATION NUMBER: 74-2468102

D. PROPOSAL SUBMITTED WILL NOT HAVE AN EFFECT ON AIR QUALITY FOR THE COUNTY.

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT - BID FORM Williamson County, TX						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
432	6002	RIPRAP (CONC)(5 IN)	CY	18	440.00	7,920.00
462	6014	CONC BOX CULV (7 FT X 3 FT)	LF	24	1,100.00	26,400.00
467	6248	SET (TY I) (S=7 FT) (HW=5 FT) (3: 1) (C)	EA	8	6,600.00	52,800.00
500	6001	MOBILIZATION	LS	1	4,500.00	4,500.00
PROJECT TOTAL COST						91,620.00

The Hanover Insurance Group®

The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, A Greater Austin Development Company, Ltd. hereinafter called Principal, and THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having their principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto Williamson County, Texas as Obligee, in the penal sum of Five percent of total amount bid ($ 5%) Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Williamson County, Texas a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Concrete Work for Oak Haven Circle Extension Project, Project No. 1806-241

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

SIGNED, SEALED AND DATED this 1st day of August, 2018.

A Greater Austin Development Company, Ltd.
(Principal)

BY _____ (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____ (Seal)
(Attorney-in-fact)

☑ THE HANOVER INSURANCE COMPANY

BY David S. Ballew (Seal)
(Attorney-in-fact)
David S. Ballew

141-0787 (10/04)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

David S. Ballew

of **Ballew Surety Agency Inc, of Austin, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 ($35,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **May 2014**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **22nd** day of **May 2014** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of August 2018.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

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.**

A Greater Austin Development Co. Ltd

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
	7/30/18

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: Liberty Civil Construction LLC
Location: Pioneer Crossing East 3A, 3B Austin Tx

Contact Name: Michael Ehrhardt
Title: Owner

Phone: (512)986-7649
E-mail: mike@libertycivil.com

Contract Date To: 2/17/2017
Contract Date From: 7/22/2017
Contract Value: $ $225,917.05

Scope of Work: Headwalls, Curb & Gutter, Sidewalks, Ramps

Reference 2

Client Name: Cash Construction
Location: Pecan Creek Phase 5, Leander Tx

Contact Name: Karl Sonntag
Title: Project Manager

Phone: (512)251-7872
E-mail: karl@ccctex.com

Contract Date To: 2/22/2017
Contract Date From: 10/14/2017
Contract Value: $ $192,000.75

Scope of Work: Headwalls, Curb & Gutter, Sidewalk, Inlet Apron

Reference 3

Client Name:	Location:
DNT Construction	Northridge A-1B, Austin TX

Contact Name:	Title:
Donny Barker	Project Manager

Phone:	E-mail
(512)837-6700	dbarker@dntconstruction.com

Contract Date To:	Contract Date From:	Contract Value: $
10/27/2016	4/5/2017	$158,102.59

Scope of Work:

Headwall, Area Inlet Apron, Curb + Gutter

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:	A Greater Austin Development Co Ltd
Address of Bidder:	6500 River Place Blvd, Bldg 1 Ste 201, Austin TX 78730
Email:	kcollins@gad.co
Telephone:	(512) 310-9300
Printed Name of Person Submitting Affidavit:	Kerry Collins
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 Kerry Collins (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Kerry Collins, (*Name of Signer*) am a duly authorized officer of/agent for A Greater Austin Development Co (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said A Greater Austin Development Co (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Kerry Collins on this the 1 day of August, 2018.

JO CAMPER
My Notary ID # 533426
Expires November 13, 2020

Notary Public in and for

The State of Texas

The County of TRAVIS

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **A Greater Austin Development**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-241
Concrete Work for Oak Haven Circle Extension Project

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **A Greater Austin Development**

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		**kcollins@gad.co**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **A Greater Austin Development**

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:	**A Greater Austin**
Address of Bidder:	**6500 River Place Blvd Bldg 1 Suite 201, Austin, Texas**
Email:	**kcollins@gad.co**
Telephone:	**5123109300**
Printed Name of Person Submitting Affidavit:	**Kerry Collins**
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: **A Greater Austin Development**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **A Greater Austin Development**

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: $

kcollins@gad.co

Scope of Work:

RHB

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Bid Bond (Status: Authorized on Jul 31, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-241--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $99,030.00	1 / each	**$99,030.00**		**Y**
1806-241--01-02	Please Attach All Documents To This Line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**
					Supplier Total	**$99,030.00**	

Bid Bond from Surety2000

RHB Construction

Surety	Surety2000
Bid Bond Number	STX18563084
Bond Type	0001
Bond Form	Bid Bond in accordance with Contract Specifications
Bid Date	8/1/2018
Bid ID	1806·241
Security Percent	5%
Job Description	Concrete Work for Oak Haven Circle Extension

Agency ID	A11092879
Name	Time Insurance Agency, Inc.
Address	1405 E. Riverside Drive, Austin, Texas 78741, United States
Phone	512-447-7773
Contact Name	John W. Schuler
Bond Status	
Execution Date	7/25/2018 4:15:05 PM
Executed By	John W. Schuler 1405 E. Riverside Drive, Austin, Texas 78741, United States 512-447-7773

Contractor ID	
Name	RHB Construction
Contractor Tax ID	33-1032898
Assigned Contractor ID	2353360334
Address	402 W Palm Valley Boulevard, Round Rock, Texas 78664, United States
Phone	512-738·1296

Name	Williamson County
Address	901 South Austin Ave, Georgetown, Texas 78626, United States

Surety ID	SD10087126
Name	SureTec Insurance Company
NAIC Number	10916
State of Incorporation	Texas

Contact	
Address	1330 Post Oak Blvd., #1100, Houston, Texas 77056, United States
Phone	
Terror Rider	http://legacy.surety2000.com/Riders/

RHB

Item: **Please Attach All Documents To This Line**

Attachments

Oak Haven 001.jpg

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT - BID FORM Williamson County, TX						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
432	6002	RIPRAP (CONC)(5 IN)	CY	18	595.00	10,710.00
462	6014	CONC BOX CULV (7 FT X 3 FT)	LF	24	1,325.00	31,800.00
467	6248	SET (TY I) (S=7 FT) (HW=5 FT) (3: 1) (C)	EA	8	6,315.00	50,520.00
500	6001	MOBILIZATION	LS	1	6,000.00	6,000.00
PROJECT TOTAL COST						99,030.00

Supplier: **RHB**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-241
Concrete Work for Oak Haven Circle Extension Project

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **RHB**

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.** **RHB Construction**	
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. **NA** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **NA**

7	**Tracey Hummel**	**7/30/2018**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **RHB**

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:	**RHB Construction**
Address of Bidder:	**402 W. Palm Valley Blvd. Round Rock, TX 78664**
Email:	**rhbco@yahoo.com**
Telephone:	**512 738 1296**
Printed Name of Person Submitting Affidavit:	**Tracey Hummel**
Signature of Person Submitting Affidavit:	**Tracey Hummel**

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 **Tracey Hummel**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tracey Hummel**, (*Name of Signer*) am a duly authorized officer of/agent for **RHB Construction**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **RHB Constuction**(*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 **rhum**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **RHB**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **RHB**

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: **TXDOT Williamson and Travis County**

Location:

Contact Name: **John Peters**

Title:

Phone: **512 930 6012**

E-mail **john.peters@txdot.gov**

Contract Date To: **07- 2016**

Contract Date From: **04-2016**

Contract Value: $ **495,000.00**

Scope of Work: **rip rap,rip rap stone, excavation (channel), removing concrete, spec excavation. RCP, SET, Crack Sealing**

Reference 2

Client Name: **Wilco Road and Bridge Williamson Conty**

Location:

Contact Name: **Terron Evertson**

Title:

Phone: **512 943 3849**

E-mail **tevertson@wilco.org**

Contract Date To: **04-06-2018**

Contract Date From: **04-07-2016**

Contract Value: $

Scope of Work: **rip rap, headwalls, SET,guardrail, Crack Sealing**

Reference 3

Client Name: **Williamson County Facilities**

Location: **Williamson County**

Contact Name: **Christi Stromberg**

Title:

Phone: **512 943 3377**

E-mail **CStromberg@wilco.org**

Contract Date To: **7/2016**

Contract Date From: **7/2014**

Contract Value: $ **60,000**

Scope of Work:
Sidewalk, rip-rap, headwall, brick pavers

Westar Construction, Inc.

Bid Contact **Mark Williamson**
lamont@westarconstruction.com
Ph 512-990-7175
Fax 512-233-0691

Address **4500 Williams Dr. Ste 212-411**
Georgetown, TX 78628

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-241--01-01	Total Bid Price	**Supplier Product Code:** **Supplier Notes:** Project Total Cost Submitted= $176,800.00	**First Offer -** $176,800.00	1 / each	**$176,800.00**	**Y**	**Y**
1806-241--01-02	Please Attach All Documents To This Line	**Supplier Product Code:** **Supplier Notes:** Attached Cover Letter & Bid Bond Copy	**First Offer -**	1 / each		**Y**	**Y**

Supplier Total **$176,800.00**

Westar Construction, Inc.

Item: **Total Bid Price**

Attachments

WILCO Oak Haven Circle Concrete 2018 Project- Westar BID SUBMITTAL- BID FORM 8-1-2018.pdf

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT - BID FORM Williamson County, TX						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
432	6002	RIPRAP (CONC)(5 IN)	CY	18	$ 700.00	$ 12,600.00
462	6014	CONC BOX CULV (7 FT X 3 FT)	LF	24	$ 1,100.00	$ 26,400.00
467	6248	SET (TY I) (S=7 FT) (HW=5 FT) (3: 1) (C)	EA	8	$ 15,500.00	$ 124,000.00
500	6001	MOBILIZATION	LS	1	$ 13,800.00	$ 13,800.00
PROJECT TOTAL COST						$ 176,800.00

Westar Construction, Inc.

Item: **Please Attach All Documents To This Line**

Attachments

WILCO Oak Haven Circle Concrete Project BID COVER LETTER BID BOND.pdf

WESTAR CONSTRUCTION INCORPORATED

August 1, 2018

Williamson County
901 S. Austin Ave
Georgetown, TX 78626

Re. IFB Bid #1806-241 - Concrete Work for Oak Haven Circle Extension Project
LETTER OF TRANSMITTAL- BID SUBMISSION

Sir/ Madam,
Please find attached the IFB from Westar Construction, Inc. for this project.
Here is some required information from the IFB:

A. Name and address of individual or business entity submitting the Bid.
Westar Construction, Inc.
4500 Williams Dr. Suite 212- PMB 411
Georgetown, TX 78633

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
Lamont Navarrette
4500 Williams Dr. Suite 212-PMB 411
Georgetown, TX 78633
lamont@westarconstruction.com
Phone (512) 630-5930
Fax (512) 233-0691

C. The Bid's Federal Employer Identification Number.
74-292-8160

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates toanystate,federal,orvoluntaryair quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.
There should be NO effect on air quality due to this project.

Should you have any questions or concerns, please do not hesitate to contact me.

Regards,

Lamont Navarrette

Lamont Navarrette, Project Manager

4500 Williams Dr. Suite 212-PMB 411, Georgetown TX 78628
Ph 512-630-5930 Email: lamont@westarconstruction.com FAX 512-233-0691

oksbbN

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Westar Construction, Inc.

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Texas as Surety are held and firmly bound unto the Williamson County as Obligee,

in the amount of 5% Five percent of the amount bid DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make an award to the principal for:

Concrete Work for Oak Haven Circle Extension, #1806-241

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 31st day of July 2018.

F Lamont Navarrette Witness

Westar Construction, Inc. Principal

BY Mark Williamson, President (Seal)

WESTAR CONSTRUCTION, INC.

OKLAHOMA SURETY COMPANY

BY John W. Schuler (Seal)
Attorney-in-fact

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY** , a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Steven W. Dobson, Lanny W. Land and John W. Schuler, all of AUSTIN, TX

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of December , 2016

OKLAHOMA SURETY COMPANY CORPORATE SEAL OHIO

OKLAHOMA SURETY COMPANY

ATTEST:

SHARON HACKL Secretary

TODD BAZATA VICE PRESIDENT

On this 22 day of December , 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA } ss
COUNTY OF TULSA }

JULIE CALLAHAN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Commission # 11008253

My Commission expires: 09-08-19

JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of July, 2018

OKLAHOMA SURETY COMPANY CORPORATE SEAL OHIO

SHARON HACKL Secretary

VOID IF BOX IS EMPTY

Supplier: **Westar Construction, Inc.**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-241
Concrete Work for Oak Haven Circle Extension Project

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Westar Construction, 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.** **Westar Construction, Inc.**
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.** **NO affiliations exist**
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	**Mark Williamson** — Signature of person doing business with the governmental entity **7/27/2018** — Date Signature not required if completing in BIDSYNC electronically.

Supplier: **Westar Construction, 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:	**Westar Construction, Inc.**
Address of Bidder:	**4500 Williams Dr., Suite 212- PMB 411, Georgetown, TX 78633**
Email:	**lamont@westarconstruction.com**
Telephone:	**5126305930**
Printed Name of Person Submitting Affidavit:	**Mark Wililamson**
Signature of Person Submitting Affidavit:	**Mark Williamson**

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: **Westar Construction, 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 FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **Westar Construction, 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: **City of Granger**
Location: **Granger, TX**

Contact Name: **Andrew Bill**
Title: **City Administrator**

Phone: **512-859-2755**
E-mail **cityadmin@cityofgranger.org**

Contract Date To: **March 2018**
Contract Date From: **March 2017**
Contract Value: $ **$293,000.00**

Scope of Work:
Pecan St. Culvert Replacement Project: Install 40 LF of a 3 Barrel 10'x6' Reinforced Concrete Box Culvert. Including: concrete headwall, concrete riprap, 1100 SY new city roadway, and related items.

Reference 2

Client Name: **City of Georgetown**
Location: **Georgetown**

Contact Name: **Dave Melaas**
Title: **Project Manager**

Phone: **956-451-4867**
E-mail **dave.melaas@georgetown.org**

Contract Date To: **July 2018**
Contract Date From: **March 2017**
Contract Value: $ **$2,702,000.00**

Scope of Work:
Georgetown San Gabriel Park Improvements Phase 1: Renovation to existing city park including: 175 LF of 7'x3' Reinforced Concrete Box Culverts, 6 Parallel Wing Walls, 2 new restroom buildings, 6 pavilions, 15000 SY of HMAC roadway including milling, haul off, new base and subgrade work.

Reference 3

Client Name: **Williamson County**

Location: **Cedar Park, TX**

Contact Name: **Randy Bell**

Title: **Parks Director**

Phone: **512-943-1922**

E-mail **randybell@wilco.org**

Contract Date To: **April 2018**

Contract Date From: **Feb 2018**

Contract Value: $ **$218,000.00**

Scope of Work:

Numerous WILCO project including: BCRT, Berry Springs Park, Champions Park, Quarry Spalsh Pad @ Regional Park & Berry Springs Lake DAM Replacement. The most recent project is BCRT at Champion Park Repair which included: 112 LF Reinforced Concrete Retaining Wall, 1150 LF of 12' Wide Concrete Trail, Structural Wall Drainage and Related Items

Patin Construction LLC

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-241--01-01	Total Bid Price	**Supplier Product Code:** **First Offer -**	$270,800.00	1 / each	**$270,800.00**	**Y**	**Y**
1806-241--01-02	Please Attach All Documents To This Line	**Supplier Product Code:** **First Offer -**		1 / each			**Y**

Supplier Total **$270,800.00**

Patin Construction LLC

Item: **Total Bid Price**

Attachments

BID FORM.pdf

BID BOND.pdf

CONCRETE WORK FOR OAK HAVEN CIRCLE EXTENSION PROJECT - BID FORM Williamson County, TX						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
432	6002	RIPRAP (CONC)(5 IN)	CY	18	$ 700.00	$ 12,600.00
462	6014	CONC BOX CULV (7 FT X 3 FT)	LF	24	$ 6,800.00	$ 163,200.00
467	6248	SET (TY I) (S=7 FT) (HW=5 FT) (3: 1) (C)	EA	8	$ 10,000.00	$ 80,000.00
500	6001	MOBILIZATION	LS	1	$ 15,000.00	$ 15,000.00
PROJECT TOTAL COST						$ 270,800.00

BID BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL BY THESE PRESENTS: That we Patin Construction, LLC, called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the Surety, are held and firmly bound unto Williamson County Purchasing Department, called the Obligee, in the sum of FIVE PERCENT OF THE AMOUNT BID (5%), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Concrete Work for Oak Haven Circle Extension Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid within the greater of 60 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed by the Obligee and Principal, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and in such event the Obligee shall obtain the Surety's consent for an extension beyond ninety (90) days.

Signed this 1st day of August, 2018.

PRINCIPAL

Patin Construction, LLC

_____
, Title President

ARGONAUT INSURANCE COMPANY

_____
Kenneth Nitsche , Attorney-in-Fact

AS-0124609

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Violet Frosch, Gary Nitsche, Kenneth Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEEKS Notary Public, State of Texas Comm. Expires 07-15-2021 Notary ID 557902-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of August 2018.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____

James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Supplier: **Patin Construction LLC**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-241
Concrete Work for Oak Haven Circle Extension Project

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 1, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Aug 1, 2018 3:30:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Patin Construction LLC**

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.** **Patin Construction LLC**	
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:**
7	**Tim Patin** — Signature of person doing business with the governmental entity **08-01-18** — Date
	Signature not required if completing in BIDSYNC electronically.

Supplier: **Patin Construction LLC**

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:	**Patin Construction LLC**
Address of Bidder:	**3800 West 2nd Street**
Email:	**tim@patincon.com**
Telephone:	**5122964588**
Printed Name of Person Submitting Affidavit:	**Tim Patin**
Signature of Person Submitting Affidavit:	**Tim Patin**

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 **Tim H Patin**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tim H Patin**, (*Name of Signer*) am a duly authorized officer of/agent for **Patin Construction LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Patin Construction LLC**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tim H Patin**
on this the **01**day of **August**, 20**18**.

Tim Patin
Notary Public in and for

The State of **TX**

The County of **Williamson**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Patin Construction LLC**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **Patin Construction LLC**

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: **City of Round Rock, Texas**
Location: **Round Rock**

Contact Name: **Todd Keltgen**
Title: **City Project Manager**

Phone: **(512) 218-5555**
E-mail **toddk@roundrocktexas.gov**

Contract Date To: **Jan 2013**
Contract Date From: **Jan 2014**
Contract Value: $ **4,190,000**

Scope of Work:
San Saba and West Liberty
Project Description - Streetscape, Electrical Conduct, Water, Sewer, Storm Sewer, New Streets, Concrete.

Reference 2

Client Name: **City of Georgetown**
Location: **Georgetown**

Contact Name: **Joel Weaver**
Title: **Project Manager**

Phone: **(512) 931-7698**
E-mail **joel.weaver@georgetown.org**

Contract Date To: **September 2014**
Contract Date From: **Sept 2015**
Contract Value: $ **784,000**

Scope of Work:
Project â 9th Street Reconstruction
Project Description â Streetscape, Electrical Conduit, Drainage, Sewer, Water Pipe, Roadways, Landscaping and Lighting.

Reference 3

Client Name: **City of Pflugerville**

Location: **Pflugerville**

Contact Name: **Dan Franz**

Title: **City Engineer**

Phone: **(512) 990-6341**

E-mail

Contract Date To: **June 2013**

Contract Date From: **January 2014**

Contract Value: $ **2,500,000**

Scope of Work:
Project â Colorado Sands Drive
Project Description â New Road including Storm Sewer, Water, Sanitary Sewer, Paving, Concrete Curb & Gutter, Sidewalks, Site Lighting.

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and A Greater Austin Development ("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 # 1806-241, Concrete Work for Oak Haven Circle Extension Project; 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 Ninety-One Thousand Six Hundred and Twenty Dollars and Zero Cents ($91,620.00) 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 # 1806-241, 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:		$2,000,000

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

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

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

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

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

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

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

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

8.1.3 Policies must include the following clauses, as applicable.

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

8.1.4 Workers' Compensation Insurance Coverage:

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

a. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 INDEMNITY.

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

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

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

ARTICLE 9 BONDS

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

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

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

ARTICLE 10 TERMINATION

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:

By: _____

Printed Name: Lana Shockley

Title: ~~Controller~~

Date: 8/17/2018

Contractor's Designated Representative:

Kerry Collins
kcollins@gad.co
_____
_____
Phone (512) 310-9300
Fax (512) 310-9333

Commissioners Court - Regular Session **38.**

Meeting Date: 08/28/2018

change order to Karst Mitigation Cambria Drive Dunaway

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Change Order No 1 to the agreement with Chasco Constructors, LTD, LLP approved on June 12, 2018, for an increase of $85,408.00 for karst drilling, additional concrete fill and construction equipment rentals.

Background

An emergency exemption for Civil Karst Mitigation Services relating to the Cave at Cambria Drive, Round Rock was approved earlier this year. This change order is for the increase in the volume of concrete fill underneath Cambria Drive based on an additional karst (fifth chamber) within the Right-of-Way.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2018 11:38 AM
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Kerstin Hancock		Started On: 08/20/2018 01:48 PM
Final Approval Date: 08/23/2018		

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	August 20, 2018	Effective Date:	August 20, 2018
Owner:	Williamson County	Owner's Contract No.:	
Contractor:	Chasco Constructors, LTD, LLP	Contractor's Project No.:	
Engineer:	Dunaway Associates, LP	Engineer's Project No.:	B004339.001
Project:	Mitigation for Cambria Cavern, Cambria Drive and Ephraim Road, Williamson County, TX	Contract Name:	

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

Description: Increase in the volume of concrete fill underneath the Cambria Drive based on additional karst (fifth chamber) within the Right-of-Way. This new finding will include karst drilling, additional concrete fill (2,500 psi), and construction equipment rentals.

Attachments:
- CO #1 Cost Estimate

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 530,425.00	Original Contract Times: Substantial Completion: October 21, 2018 Ready for Final Payment: October 31, 2018 dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $ N / A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 530,425.00	Contract Times prior to this Change Order: Substantial Completion: October 21, 2018 Ready for Final Payment: October 31, 2018 dates
Increase of this Change Order: $ 85,408.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 615,833.00	Contract Times with all approved Change Orders: Substantial Completion: October 21, 2018 Ready for Final Payment: October 31, 2018 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Eddie Rogal	By:	By:
Engineer (if required)	(Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engagement Manager	Title	Title
Date: August 17, 2018	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

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

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
CO.1.1	Crane (Daily Rate)	14	DAY	$ 749	$ 10,486
CO.1.2	2,500 psi Flowable Concrete Fill	400	CY	$ 167	$ 66,700
CO.1.3	Karst Drilling (between 20 - 35 FT)	2	EA	$ 4,111	$ 8,223

$ 85,408

Commissioners Court - Regular Session **39.**

Meeting Date: 08/28/2018

Milling and Overlay

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1806-235 Repairing, Milling & Overlay - Ronald Reagan Blvd from SH 195 to IH 35 to the lowest responsive bidder Austin Materials and authorizing execution of the agreement.

Background

Purchasing solicited sealed bids for milling and overlay services for the 3rd phase of Ronald Reagan Blvd from SH 195 to IH 35. After a thorough review of the bids received by Road & Bridge it was determined that Austin Materials was the lowest responsive bidder and they are being recommended for award. This contract will be for $2,187,823.16 with a completion time of 60 days. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation letter

Signed agreement

Bid tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2018 11:40 AM
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Kerstin Hancock		Started On: 08/22/2018 08:29 AM
Final Approval Date: 08/23/2018		

WILLIAMSON COUNTY
1848

July 23, 2018

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Milling and Overlay Ronald Reagan Blvd – Bid #1806-235

After reviewing all of the pertinent information, it appears that Austin Materials submitted the overall lowest and best offer for the #1806-235 project bid, Milling and Overlay Ronald Reagan Blvd from SH 195 to IH 35.

I recommend to the Williamson County Commissioner's Court that they award Austin Materials the contract for the Milling and Overlay Ronald Reagan Blvd from SH 195 to IH 35 project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Repairing, Milling and Overlay Road Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Austin Materials, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the Invitation for Bid #1806-235, Repairing, Milling & Overlay – Ronald Reagan Boulevard from SH 195 to IH 35; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Million One Hundred Eighty-Seven Thousand Eight Hundred Twenty-Three Dollars and Sixteen Cents ($2,187,823.16) 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 Invitation for Bid #1806-235, Repairing, Milling & Overlay – Ronald Reagan Boulevard from SH 195 to IH 35, 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 OR TIME FOR SUBSTANTIAL COMPLETION:

The Work shall be performed in two phases. Phase 1 (overlay from Station 150+00 to Project End and repair from SH 195 to Project End) is projected to be completed prior to September 30, 2018, which is within the Owner's fiscal year 2018. Depending on Owner's budget, the Owner shall determine if Phase 2 (overlay from SH 195 to Station 150+00) will occur within Owner's fiscal year 2018 or if it will be delayed until Owner's next fiscal year 2019. If Phase 2 is not commenced within Owner's fiscal year 2019, Phase 2 will be terminated from this Agreement and Owner will open for re-bid of Phase 2 services at a later date.

A time frame of **sixty (60) days (thirty (30) working days for Phase 1 and thirty (30) working days for Phase 2)** is given for Substantial Completion. The commencement of construction for each phase shall begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

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 ten working days of Substantial Completion for each phase**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.3 Policies must include the following clauses, as applicable.

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

8.1.4 Workers' Compensation Insurance Coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work.

If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

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

ARTICLE 9 BONDS

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

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

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

ARTICLE 10 TERMINATION

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

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

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Austin Materials, LLC

By: _____

Printed Name: Lane Bybee

Title: President

Date: 7/25/18

Party Representatives

Owner's Designated Representative ("ODR"):

J. Terron Evertson, PE
Williamson County Engineer
3151 Southeast Inner Loop
Suite B
Georgetown, Texas 78626
Phone: (512) 943-3330

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Bid Tabulation Packet
for
Solicitation 1806-235

Repairing, Milling & Overlay - Ronald Reagan Blvd from SH 195 to IH 35

Bid Designation: Public

Williamson County, Texas

Bid #1806-235 - Repairing, Milling & Overlay - Ronald Reagan Blvd from SH 195 to IH 35

Creation Date **Jun 4, 2018** End Date **Jul 17, 2018 3:00:00 PM CDT**

Start Date **Jun 19, 2018 11:15:50 AM CDT** Awarded Date **Not Yet Awarded**

1806-235--01-01 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Austin Materials	First Offer - $2,187,823.16	1 / each	$2,187,823.16		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lone Star Paving	First Offer - $2,378,224.20	1 / each	$2,378,224.20	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** $1,307,389.85 **Supplier Notes:**			
APAC Texas Inc./Wheeler	First Offer - $2,812,308.28	1 / each	$2,812,308.28	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

1806-235--01-02 Please Attach All Documents To This Line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
APAC Texas Inc./Wheeler	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Lone Star Paving	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** $1,070,834.35 **Supplier Notes:**			
Austin Materials	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Austin Materials $2,187,823.16 (2/2 items)

Bid Contact **Andrew Warner**
andrew.warner@austinmaterials.com
Ph 512-251-3713
Fax 512-251-3709

Address **9020 N. Capital of Texas Hwy**
Bldg. II- Ste. 250
Austin, TX 78759

Agency Notes: **Supplier Notes:** **Head Attch:**

f Lone Star Paving $2,378,224.20 (2/2 items)

Bid Contact **Ben Carroll**
ben@lspaving.com
Ph 210-557-3676

Address **11675 jollyville rd**
austin, TX 78759

Agency Notes: **Supplier Notes:** **Head Attch:**

f APAC Texas Inc./Wheeler $2,812,308.28 (2/2 items)

Bid Contact **David reese**
david.reese@apac.com
Ph 512-633-5680

Address **1 Chisholm Trail**
Round Rock, TX 76513

Bid Bond (Status: Authorized on Jul 13, 2018)		
Agency Notes:	**Supplier Notes:**	**Head Attch:**

**

Austin Materials

Bid Contact **Andrew Warner**
andrew.warner@austinmaterials.com
Ph 512-251-3713
Fax 512-251-3709

Address **9020 N. Capital of Texas Hwy**
Bldg. II- Ste. 250
Austin, TX 78759

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-235--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $2,187,823.16	1 / each	**$2,187,823.16**		**Y**
1806-235--01-02	Please Attach All Documents To This Line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**

Supplier Total **$2,187,823.16**

Austin Materials

Item: **Please Attach All Documents To This Line**

Attachments

Bid Bond- Austin Materials.pdf

Bid Form- Austin Materials.pdf

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Austin Materials, LLC

of 9020 N. Capitol of Texas Hwy., Building II Ste. 250, Austin, TX 78759

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto

Williamson County, TX

(hereinafter called the Obligee) in the penal sum of

Five Percent of Amount Bid Dollars (5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Ronald Reagan Overlay- SH 195 to IH-35

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 17th day of July , 2018 .

Witness

Austin Materials, LLC

(Seal)

Principal

PRESIDENT

Title

Witness

Lindsey Plattner

Liberty Mutual Insurance Company

By

Tina Davis

Attorney-in-Fact

LMS-10053 10/09

State of UT
County of Salt Lake } ss:

On July 17, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner Notary Public

LINDSEY PLATTNER
Notary Public - State of Utah
Commission Number: 692111
My Commission Expires Nov 18, 2020

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8121397

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Lisa Hall; Linda Lee Nipper; Tina Davis; Lindsey Plattner

all of the city of Salt Lake City, state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of June, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17TH day of JULY, 20 18.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid Form
Ronald Reagan Blvd• from SH 195 to IH 35 (Phase 1) Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	26,607	$ 4.35	$ 115,740.45
PHASE 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26,607	$ 0.13	$ 3,458.91
PHASE 1	166	6001	FERTILIZER	AC	6	$ 188.10	$ 1,128.60
PHASE 1	168	6001	VEGETATIVE WATERING	MG	1,254	$ 10.00	$ 12,540.00
PHASE 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	640	$ 71.75	$ 45,920.00
PHASE 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	25,726	$ 2.90	$ 74,605.40
PHASE 1	341	6008	D - GR HMA TY - B PG64 - 22	TON	2,017	$ 61.00	$ 123,037.00
PHASE 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	8,086	$ 72.50	$ 586,235.00
PHASE 1	341	6062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	1,009	$ 74.00	$ 74,666.00
PHASE 1	354	6021	PLANE ASPH CONG PAV (O" TO 2")	SY	13,001	$ 2.42	$ 31,462.42
PHASE 1	354	6082	PLANE ASPH CONG PAV (10")	SY	3,668	$ 9.36	$ 34,332.48
PHASE 1	500	6001	MOBILIZATION	LS	1	$ 39,000.00	$ 39,000.00
PHASE 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$ 7,400.00	$ 14,800.00
PHASE 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	75	$ 1.00	$ 75.00
PHASE 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	1,505	$ 1.00	$ 1,505.00
PHASE 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	746	$ 0.60	$ 447.60
PHASE 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	35	$ 12.50	$ 437.50
PHASE 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	2	$ 255.00	$ 510.00
PHASE 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	$ 260.00	$ 520.00
PHASE 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	-	$ -	$ -
PHASE 1	666	6167	REFL PAV MRK TY (W)4"(BRK)	LF	-	$ -	$ -
PHASE 1	666	6170	REFL PAV MRK TY (W)4" (SLD)	LF	29,860	$ 0.12	$ 3,583.20
PHASE 1	666	6178	REFL PAV MRK TY (W)8" (SLD)	LF	746	$ 0.33	$ 246.18
PHASE 1	666	6182	REFL PAV MRK TY (W) 24" (SLD)	LF	35	$ 3.35	$ 117.25
PHASE 1	666	6184	REFL PAV MRK TY (W)(ARROW)	EA	2	$ 85.00	$ 170.00
PHASE 1	666	6192	REFL PAV MRK TY (W)(WORD)	EA	2	$ 95.00	$ 190.00
PHASE 1	666	6207	REFL PAV MRK TY I (Y) 4" (SLD)	LF	30,090	$ 0.12	$ 3,610.80
PHASE 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	-	$ -	$ -
PHASE 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	-	$ -	$ -
PHASE 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29,860	$ 0.26	$ 7,763.60
PHASE 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	30,090	$ 0.26	$ 7,823.40
PHASE 1	672	6007	REFL PAV MRKR TY 1-C	EA	38	$ 5.85	$ 222.30
PHASE 1	672	6009	REFL PAV MRKR TY II-A-A	EA	376	$ 4.00	$ 1,504.00
						TOTAL	**$ 1,185,652.09**

Bid Form
Ronald Reagan Blvd - from SH 195 to IH 35 (Phase 2) Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	26134	$ 4.35	$ 113,682.90
PHASE 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26134	$ 0.13	$ 3,397.42
PHASE 2	166	6001	FERTILIZER	AC	6	$ 188.10	$ 1,128.60
PHASE 2	168	6001	VEGETATIVE WATERING	MG	1232	$ 10.00	$ 12,320.00
PHASE 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724	$ 71.75	$ 51,947.00
PHASE 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	29114	$ 2.90	$ 84,430.60
PHASE 2	341	6008	D - GR HMA TY - B PG64 - 22	TON	0	$ 61.00	$ -
PHASE 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9150	$ 72.50	$ 663,375.00
PHASE 2	354	6021	PLANE ASPH CONC PAV (O" TO 2")	SY	4100	$ 2.42	$ 9,922.00
PHASE 2	354	6082	PLANE ASPH CONG PAV (10")	SY	0	$ -	$ -
PHASE 2	500	6001	MOBILIZATION	LS	1	$ 10,000.00	$ 10,000.00
PHASE 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$ 7,400.00	$ 14,800.00
PHASE 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	144	$ 1.00	$ 144.00
PHASE2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	1609	$ 1.00	$ 1,609.00
PHASE2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1440	$ 0.60	$ 864.00
PHASE 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	56	$ 12.50	$ 700.00
PHASE 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	4	$ 255.00	$ 1,020.00
PHASE 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	4	$ 260.00	$ 1,040.00
PHASE 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	1015	$ 3.00	$ 3,045.00
PHASE 2	666	6167	REFL PAV MRK TY (W)4"(BRK)	LF	1110	$ 0.10	$ 111.00
PHASE 2	666	6170	REFL PAV MRK TY (W)4"(SLD)	LF	29150	$ 0.12	$ 3,498.00
PHASE 2	666	6178	REFL PAV MRK TY (W) 8" (SLD)	LF	1440	$ 0.33	$ 475.20
PHASE 2	666	6182	REFL PAV MRK TY (W) 24" (SLD)	LF	56	$ 3.35	$ 187.60
PHASE 2	666	6184	REFL PAV MRK TY (W)(ARROW)	EA	4	$ 85.00	$ 340.00
PHASE 2	666	6192	REFL PAV MRK TY (W)(WORD)	EA	4	$ 95.00	$ 380.00
PHASE 2	666	6207	REFL PAV MRK TY (Y)4" (SLD)	LF	32180	$ 0.12	$ 3,861.60
PHASE 2	666	6214	REFL PAV MRK TY (Y) 24" (SLD)	LF	1015	$ 0.75	$ 761.25
PHASE 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	1110	$ 0.20	$ 222.00
PHASE 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29150	$ 0.26	$ 7,579.00
PHASE 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	32180	$ 0.26	$ 8,366.80
PHASE 2	672	6007	REFL PAV MRKR TY I-C	EA	86	$ 5.85	$ 503.10
PHASE 2	672	6009	REFL PAV MRKR TY II-A-A	EA	615	$ 4.00	$ 2,460.00
						TOTAL	**$ 1,002,171.07**

Phase 1 & 2 Total **$ 2,187,823.16**

Supplier: **Austin Materials**

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:	**Austin Materials LLC**
Address of Bidder:	**9020 N. Capital of Texas Hwy Bldg II, Ste 250 Austin, TX 78759**
Email:	**amw7799**
Telephone:	**512-251-3713**
Printed Name of Person Submitting Affidavit:	**Andrew Warner**
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: **Austin Materials**

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.**	**Not Applicable**
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.**	**Not Applicable**
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.**	**Not Applicable**

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:** **Not Applicable**
7	**Not Applicable** — **6-20-18** Signature of person doing business with the governmental entity — Date Signature not required if completing in BIDSYNC electronically.

Supplier: **Austin Materials**

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: **Williamson County**
Location: **Chandler Road**

Contact Name: **George Mayfield**
Title: **Supervisor Inspector**

Phone: **512-943-3330**
E-mail **gmayfield@wilco.org**

Contract Date To: **07-01-2015**
Contract Date From: **Active**
Contract Value: $ **2,553,555.24**

Scope of Work:
Rehab of Chandler Rd consists of Level-up, Full Depth Repair, Milling, Sealing, Overlaying, & Re-striping.

Reference 2

Client Name: **TxDOT US 183 NH 2014 (888) 0151-05-108**
Location:

Contact Name: **Michael McKissick**
Title: **Area Engineer**

Phone: **512-997-2200**
E-mail

Contract Date To:
Contract Date From:
Contract Value: $ **1,517,070.86**

Scope of Work:
Full Depth Repair, Milling, Sealing, Overlaying, & Re-striping.

Reference 3

Client Name: Location:
CTRMA US 183A Frontage Road

Contact Name: Title:
Ginny Burcham Constructon & Maintenance Manager

Phone: E-mail
512-996-9778

Contract Date To: Contract Date From: Contract Value: $
6-16-2014 2-28-15 3,621,875.10

Scope of Work:
Full Depth Repair, Milling, Sealing, Overlaying, & Re-striping.

Lone Star Paving

Bid Contact **Ben Carroll**
ben@lspaving.com
Ph 210-557-3676

Address **11675 jollyville rd**
austin, TX 78759

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-235--01-01	Total Bid Price	**Supplier Product Code:** $1,307,389.85	**First Offer -** $2,378,224.20	1 / each	**$2,378,224.20**	**Y**	**Y**
1806-235--01-02	Please Attach All Documents To This Line	**Supplier Product Code:** $1,070,834.35	**First Offer -**	1 / each			**Y**

Supplier Total **$2,378,224.20**

Lone Star Paving

Item: **Total Bid Price**

Attachments

Bid Form · Ronald Reagan Overlay Lone Star Paving.pdf

Form 1295 Lone Star Paving.pdf

Bid Bond Williamson County Ronald Reagan Blvd Improvements Lone Star Paving.pdf

Bid Form
Ronald Reagan Blvd - from SH 195 to IH 35 (Phase 1)
Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	26607	$2.00	$53,214.00
PHASE 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26607	$0.15	$3,991.05
PHASE 1	166	6001	FERTILIZER	AC	6	$175.00	$1,050.00
PHASE 1	168	6001	VEGETATIVE WATERING	MG	1254	$25.00	$31,350.00
PHASE 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	640	$65.00	$41,600.00
PHASE 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	25726	$3.00	$77,178.00
PHASE 1	341	6008	D - GR HMA TY - B PG64 - 22	TON	2017	$95.00	$191,615.00
PHASE 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	8086	$80.00	$646,800.00
PHASE 1	341	6062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	1009	$100.00	$100,900.00
PHASE 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	13001	$2.00	$26,002.00
PHASE 1	354	6082	PLANE ASPH CONC PAV (10")	SY	3668	$10.00	$36,680.00
PHASE 1	500	6001	MOBILIZATION	LS	1	$65,000.00	$65,000.00
PHASE 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,500.00	$3,000.00
PHASE 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	75	$0.75	$56.25
PHASE 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1505	$0.75	$1,128.75
PHASE 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	746	$0.60	$447.60
PHASE 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	35	$4.50	$157.50
PHASE 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	2	$130.00	$260.00
PHASE 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	$175.00	$350.00
PHASE 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	0	$4.50	$0.00
PHASE 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0	$0.10	$0.00
PHASE 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	29860	$0.10	$2,986.00
PHASE 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	746	$0.20	$149.20
PHASE 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	35	$2.50	$87.50
PHASE 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	2	$100.00	$200.00
PHASE 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2	$125.00	$250.00
PHASE 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	30090	$0.10	$3,009.00
PHASE 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	0	$4.50	$0.00
PHASE 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0	$0.30	$0.00
PHASE 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29860	$0.30	$8,958.00
PHASE 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	30090	$0.30	$9,027.00
PHASE 1	672	6007	REFL PAV MRKR TY I-C	EA	38	$4.50	$171.00
PHASE 1	672	6009	REFL PAV MRKR TY II-A-A	EA	376	$4.50	$1,692.00
					TOTAL		$1,307,389.85

Bid Form Ronald Reagan Blvd - from SH 195 to IH 35 (Phase 2) Williamson County							
PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	26134	$2.00	$52,268.00
PHASE 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26134	$0.15	$3,920.10
PHASE 2	166	6001	FERTILIZER	AC	6	$175.00	$1,050.00
PHASE 2	168	6001	VEGETATIVE WATERING	MG	1232	$25.00	$30,850.00
PHASE 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724	$65.00	$47,060.00
PHASE 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	29114	$3.00	$87,342.00
PHASE 2	341	6008	D - GR HMA TY - B PG64 - 22	TON	0	$95.00	$0.00
PHASE 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9150	$80.00	$732,000.00
PHASE 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	4100	$2.00	$8,200.00
PHASE 2	354	6082	PLANE ASPH CONC PAV (10")	SY	0	$10.00	$0.00
PHASE 2	500	6001	MOBILIZATION	LS	1	$65,000.00	$65,000.00
PHASE 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,500.00	$3,000.00
PHASE 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	144	$0.75	$108.00
PHASE 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1609	$0.75	$1,206.75
PHASE 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1440	$0.60	$864.00
PHASE 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	56	$4.50	$252.00
PHASE 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	4	$125.00	$500.00
PHASE 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	4	$175.00	$700.00
PHASE 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	1015	$4.50	$4,567.50
PHASE 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	1110	$0.10	$111.00
PHASE 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	29150	$0.10	$2,915.00
PHASE 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1440	$0.20	$288.00
PHASE 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	56	$2.50	$140.00
PHASE 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	4	$100.00	$400.00
PHASE 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	4	$125.00	$500.00
PHASE 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	32180	$0.10	$3,218.00
PHASE 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	1015	$2.50	$2,537.50
PHASE 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	1110	$0.30	$333.00
PHASE 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29150	$0.30	$8,745.00
PHASE 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	32180	$0.30	$9,654.00
PHASE 2	672	6007	REFL PAV MRKR TY I-C	EA	86	$4.50	$387.00
PHASE 2	672	6009	REFL PAV MRKR TY II-A-A	EA	615	$4.50	$2,767.50
						TOTAL	$1,070,834.35

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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:
2018-380106
Date Filed:
07/16/2018
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

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.**
1806-235
Ronald Reagan Overlay SH 195 to IH 35

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramming, John	Austin, TX United States	X	
Naivar, Joe	Georgetown, TX United States	X	
Knox, Allen	Austin, TX United States	X	
Morisey, Greg	Austin, TX United States	X	
Condon, Josh	Austin, TX United States	X	
Carroll, Brian	Temple, TX United States		X
Carroll, Ben	San Antonio, TX United States	X	
Playfair, Thomas	New Braunfels, TX United States	X	
Ohlendorf, Ryan	Buda, TX United States	X	
Lundquist, Dean	Leander, TX United States	X	
Spinn, Steve	Austin, TX United States	X	
Cabaza, Aaron	Austin, TX United States	X	
Wheeler, John	Austin, TX United States	X	
Nolan Wheeler Heritage Trust	Austin, TX United States	X	
Patrick Wheeler Heritage Trust	Austin, TX United States	X	
Kaitlin Wheeler Heritage Trust	Austin, TX United States	X	
Asphalt Inc Employee Investments	Austin, TX United States	X	
Preferred Materials., Inc	Round Rock , TX United States	X	

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.6711

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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:
2018-380106
Date Filed:
07/16/2018
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

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.**
1806-235
Ronald Reagan Overlay SH 195 to IH 35

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 UNSWORN DECLARATION

My name is Dean Lundquist, and my date of birth is 12/8/71.

My address is 3113 Wedgescale Pass, Leander, Tx, 78641, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 16th day of July, 2018.
(month) (year)

Dean Lundquist
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.6711

BID BOND
(Percentage)

Bond No. N/A

KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Inc, LLC dba Lone Star Paving Company of 11675 Jollyville Rd, #150 Austin TX 78759, hereinafter referred to as the Principal, and Continental Casualty Company CNA Plaza, 333 S Wabash, Chicago IL 60685 as Surety, are held and firmly bound unto Williamson County of 901 S Austin Ave., Georgetown TX 78626, hereinafter referred to as the Obligee, in the amount of five percent of greatest amount bid (5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Ronald Reagan Blvd Improvements from SH 195 to IH 35 (Jarrell City Limits).

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of July, 2018.

Principal

Asphalt Inc, LLC dba Lone Star Paving Company

BY: _____

Surety

Continental Casualty Company

BY: _____
Jennifer W Zachry, Attorney-in-Fact

Form F4595-8-2001

1806-235

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jennifer W Zachry, Sammy K Paddy, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 31st day of May, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 31st day of May, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 11th day of July, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Williamson County, Texas

BidSync

7/17/2018

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Williamson County, Texas

BidSync

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. N/A.

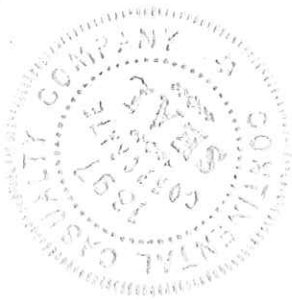
In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

Williamson County, Texas

BidSync



Form F6944

Supplier: **Lone Star Paving**

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:	**Lone Star Paving**
Address of Bidder:	**11675 Jollyville Rd, Ste 150, Austin, TX 78759**
Email:	**ben@lspaving.com**
Telephone:	**512-428-5778**
Printed Name of Person Submitting Affidavit:	**Ben Carroll**
Signature of Person Submitting Affidavit:	**Ben Carroll**

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 **Ben Carroll**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Ben Carroll**, (*Name of Signer*) am a duly authorized officer of/agent for **Lone Star Paving**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Lone Star Paving**(*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 **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Lone Star Paving**

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.**	**Lone Star Paving**
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	**Ben Carroll**	**7/17/18**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Lone Star Paving**

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: **DNT Construction**
Location: **Pflugerville**

Contact Name: **Jason Gray**
Title: **Vice President**

Phone: **512-350-3438**
E-mail **jgray@dntconstruction.com**

Contract Date To: **1/1/18**
Contract Date From: **12/31/18**
Contract Value: $ **$6,000,000**

Scope of Work:
Asphalt paving supplier and subcontractor

Reference 2

Client Name: **Travis County**
Location: **Travis County**

Contact Name: **John Pena**
Title: **Purchasing**

Phone: **512-854-9765**
E-mail **john.pena@traviscountytx.gov**

Contract Date To: **7/1/18**
Contract Date From: **8/31/16**
Contract Value: $ **$1,000,000**

Scope of Work:
2018 FY Mill and Overlay

Reference 3

Client Name: Location:
Roy Jorgenson Williamson County Toll Roads

Contact Name: Title:
Craig Duncan Regional Manager

Phone: E-mail
281-445-7888 craig.duncan@royjorgenson.com

Contract Date To: Contract Date From: Contract Value: $
1/1/18 12/31/18 $2,500,000

Scope of Work:
Mill and Asphalt Overlay

APAC Texas Inc./Wheeler

Bid Contact **David reese**
david.reese@apac.com
Ph 512-633-5680

Address **1 Chisholm Trail**
Round Rock, TX 76513

Bid Bond  (Status: Authorized on Jul 13, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-235--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $2,812,308.28	1 / each	**$2,812,308.28**	**Y**	**Y**
1806-235--01-02	Please Attach All Documents To This Line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**

Supplier Total **$2,812,308.28**

Bid Bond from Surety2000

Oldcastle Materials Texas, Inc.

Surety	Surety2000
Bid Bond Number	STX18919591
Bond Type	0001
Bond Form	Bid Bond in accordance with Contract Specifications
Bid Date	7/17/2018
Bid ID	1806-235
Security Percent	5%
Job Description	Bid #1806-235 - Repairing, Milling & Overlay - Ronald Reagan Blvd from SH 195 to IH 35

Agency ID	A03016375
Name	MARSH USA, INC.(Salt Lake City, UT)
Address	15 WEST SOUTH TEMPLE, SALT LAKE CITY, Utah 84101, United States
Phone	801-533-3624
Contact Name	Tina Davis
Bond Status	
Execution Date	7/12/2018 6:38:30 PM
Executed By	Tina Davis 15 W. South Temple, Ste. 700, Salt Lake City, Utah 84047, United States 801-533-3624

Contractor ID	
Name	Oldcastle Materials Texas, Inc.
Contractor Tax ID	58-1401466
Assigned Contractor ID	4384152288
Address	420 Decker Drive, Ste. 200, Irving, Texas 75062, United States
Phone	409-866-1444

Name	Williamson County
Address	901 South Austin Ave, Georgetown, Texas 78626, United States

Surety ID	SD11001848
Name	Liberty Mutual Insurance Company
NAIC Number	23043
State of Incorporation	Massachusetts

Contact	
Address	175 Berkeley Street, Boston, Massachusetts 02117, United States
Phone	
Terror Rider	http://legacy.surety2000.com/Riders/SD11001848-LibertyMutual.pdf

APAC Texas Inc./Wheeler

Item: **Total Bid Price**

Attachments

BID FORM-002.pdf

BID FORM
RONALD REAGAN BLVD- from SH 195 to IH 35 (Phase 1)
Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	26,607.00	$1.84	$48,956.88
PHASE 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26,607.00	$0.15	$3,991.05
PHASE 1	166	6001	FERTILIZER	AC	6.00	$255.00	$1,530.00
PHASE 1	168	6001	VEGETATIVE WATERING	MG	1,254.00	$50.00	$62,700.00
PHASE 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	640.00	$85.00	$54,400.00
PHASE 1	316	6466	AS PH (CHFRS-2P OR CRS-2P)	GAL	25,726.00	$3.75	$96,472.50
PHASE 1	341	6008	D - GR HMA TY - B PG64 - 22	TON	2,017.00	$93.00	$187,581.00
PHASE 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	8,086.00	$98.00	$792,428.00
PHASE 1	341	6062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	1,009.00	$105.00	$105,945.00
PHASE 1	354	6021	PLANE AS PH CONC PAV (0" TO 2")	SY	13,001.00	$4.00	$52,004.00
PHASE 1	354	6082	PLANE AS PH CONC PAV (10")	SY	3,668.00	$8.94	$32,791.92
PHASE 1	500	6001	MOBILIZATION	LS	1.00	$60,000.00	$60,000.00
PHASE 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.50	$15,000.00	$22,500.00
PHASE 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	75.00	$1.20	$90.00
PHASE 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1,505.00	$1.20	$1,806.00
PHASE 1	666	6035	REFL PAV M RK TY I (W) 8" (SLD) (090MIL)	LF	746.00	$0.60	$447.60
PHASE 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090M IL)	LF	35.00	$12.50	$437.50
PHASE 1	666	6053	REFL PAV M RK TY I (W) (ARROW) (090M IL)	EA	2.00	$255.00	$510.00
PHASE 1	666	6077	REFL PAV M RK TY I (W) (WORD) (090MIL)	EA	2.00	$260.00	$520.00
PHASE 1	666	6146	REFL PAV M RK TY I (Y) 24" (SLD) (090M IL)	LF	0.00	$0.00	$0.00
PHASE 1	666	6167	REFL PAV M RK TY II (W) 4" (BRK)	LF	0.00	$0.00	$0.00
PHASE 1	666	6170	REFL PAV M RK TY II (W) 4" (SLD)	LF	29,860.00	$0.12	$3,583.20
PHASE 1	666	6178	REFL PAV M RK TY II (W) 8" (SLD)	LF	746.00	$0.33	$246.18
PHASE 1	666	6182	REFL PAV M RK TY II (W) 24" (S LD)	LF	35.00	$3.35	$117.25
PHASE1	666	6184	REFL PAV M RK TY II (W) (ARROW)	EA	2.00	$85.00	$170.00
PHASE1	666	6192	REFL PAV M RK TY II (W) (WORD)	EA	2.00	$95.00	$190.00
PHASE 1	666	6207	REFL PAV M RK TY II (Y) 4" (SLD)	LF	30,090.00	$0.12	$3,610.80
PHASE 1	666	6214	REFL PAV M RK TY II (Y) 24" (SLD)	LF	0.00	$0.00	$0.00
PHASE1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090M IL)	LF	0.00	$0.00	$0.00
PHASE1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090M IL)	LF	29,860.00	$0.26	$7,763.60
PHASE1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090M IL)	LF	30,090.00	$0.26	$7,823.40
PHASE 1	672	6007	REFL PAV MRKR TY I-C	EA	38.00	$5.85	$222.30
PHASE1	672	6009	RE FL PAV MRKR TY II-A-A	EA	376.00	$4.00	$1,504.00
						TOTAL	$1,550,342.18

BID FORM
RONALD REAGAN BLVD- from SH 195 to IH 35 (Phase 2)
Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 2	160	6003	FURNIS NING AND PLACING TOPSOIL (4")	SY	26,134.00	$1.18	$30,838.12
PHASE 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26,134.00	$0.15	$3,920.10
PHASE 2	166	6001	FERTILIZER	AC	6.00	$255.00	$1,530.00
PHASE 2	168	6001	VE GETATIVE WATERING	MG	1,232.00	$50.00	$61,600.00
PHASE 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724.00	$85.00	$61,540.00
PHASE 2	316	6466	AS PH (CHFRS-2P OR CRS-2P)	GAL	29,114.00	$3.75	$109,177.50
PHASE 2	341	6008	D - GR HMA TY - B PG64 - 22	TON	0.00	$0.00	$0.00
PHASE 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9,150.00	$93.00	$850,950.00
PHASE 2	341	6062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	0.00	$0.00	$0.00
PHASE 2	354	6021	PLANE AS PH CONC PAV (0" TO 2")	SY	4,100.00	$5.50	$22,550.00
PHASE 2	354	6082	PLANE AS PH CONC PAV (10")	SY	0.00	$0.00	$0.00
PHASE 2	500	6001	MOBILIZATION	LS	1.00	$60,000.00	$60,000.00
PHASE 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.50	$15,000.00	$22,500.00
PHASE 2	662	6109	WK Z IPAV MRK SHT TERM (TAB) TY W	EA	144.00	$1.11	$159.84
PHASE 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1,609.00	$1.11	$1,785.99
PHASE 2	666	6035	REFL PAV M RK TY I(W) 8" (SLD) (OSOMIL)	LF	1,440.00	$0.60	$864.00
PHASE 2	666	6047	REFL PAV M RK TY I (W) 24" (SLD) (090M IL)	LF	56.00	$12.50	$700.00
PHASE 2	666	60M	REFL PAV M RK TY I (W) (ARROW) (090M IL)	EA	4.00	$255.00	$1,020.00
PHASE 2	666	6077	REFL PAV M RK TY I (W) (WORD) (090MIL)	EA	4.00	$260.00	$1,040.00
PHASE 2	666	6146	REFL PAV M RK TY I (Y) 24" (SLD) (090M IL)	LF	1,015.00	$3.00	$3,045.00
PHASE 2	666	6167	REFL PAV M RK TY II (W) 4" (BRK)	LF	1,110.00	$0.10	$111.00
PHASE 2	666	6170	REFL PAV M RK TY II (W) 4" (SLO)	LF	29,150.00	$0.12	$3,498.00
PHASE 2	666	6178	REFL PAV M RK TY II (W) 8" (SLD)	LF	1,440.00	$0.33	$475.20
PHASE 2	666	6182	REFL PAV M RK TY II (W) 24" (SLD)	LF	56.00	$3.35	$187.60
PHASE 2	666	6184	REFL PAV M RK TY II (W) (ARROW)	EA	4.00	$85.00	$340.00
PHASE 2	666	6192	REFL PAV M RK TY II (W) (WORD)	EA	4.00	$95.00	$380.00
PHASE 2	666	6207	REFL PAV M RK TY II (Y) 4" (SLD)	LF	32,180.00	$0.12	$3,861.60
PHASE 2	666	6214	REFL PAV M RK TY II (Y) 24" (SLD)	LF	1,015.00	$0.75	$761.25
PHASE 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090M IL)	LF	1,110.00	$0.20	$222.00
PHASE 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090M IL)	LF	29,150.00	$0.26	$7,579.00
PHASE 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090M IL)	LF	32,180.00	$0.26	$8,366.80
PHASE 2	672	6007	REFL PAV M RKR TY kC	EA	86.00	$5.85	$503.10
PHASE 2	672	6009	REFL PAV M RKR TY II-A-A	EA	615.00	$4.00	$2,460.00
						TOTAL	$1,261,966.10

APAC Texas Inc./Wheeler

Item: **Please Attach All Documents To This Line**

Attachments

BID FORM-002.pdf

BID FORM
RONALD REAGAN BLVD- from SH 195 to IH 35 (Phase 1)
Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	26,607.00	$1.84	$48,956.88
PHASE 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26,607.00	$0.15	$3,991.05
PHASE 1	166	6001	FERTILIZER	AC	6.00	$255.00	$1,530.00
PHASE 1	168	6001	VEGETATIVE WATERING	MG	1,254.00	$50.00	$62,700.00
PHASE 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	640.00	$85.00	$54,400.00
PHASE 1	316	6466	AS PH (CHFRS-2P OR CRS-2P)	GAL	25,726.00	$3.75	$96,472.50
PHASE 1	341	6008	D - GR HMA TY - B PG64 - 22	TON	2,017.00	$93.00	$187,581.00
PHASE 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	8,086.00	$98.00	$792,428.00
PHASE 1	341	6062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	1,009.00	$105.00	$105,945.00
PHASE 1	354	6021	PLANE AS PH CONC PAV (0" TO 2")	SY	13,001.00	$4.00	$52,004.00
PHASE 1	354	6082	PLANE AS PH CONC PAV (10")	SY	3,668.00	$8.94	$32,791.92
PHASE 1	500	6001	MOBILIZATION	LS	1.00	$60,000.00	$60,000.00
PHASE 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.50	$15,000.00	$22,500.00
PHASE 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	75.00	$1.20	$90.00
PHASE 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1,505.00	$1.20	$1,806.00
PHASE 1	666	6035	REFL PAV M RK TY I (W) 8" (SLD) (090MIL)	LF	746.00	$0.60	$447.60
PHASE 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090M IL)	LF	35.00	$12.50	$437.50
PHASE 1	666	6053	REFL PAV M RK TY I (W) (ARROW) (090M IL)	EA	2.00	$255.00	$510.00
PHASE 1	666	6077	REFL PAV M RK TY I (W) (WORD) (090MIL)	EA	2.00	$260.00	$520.00
PHASE 1	666	6146	REFL PAV M RK TY I (Y) 24" (SLD) (090M IL)	LF	0.00	$0.00	$0.00
PHASE 1	666	6167	REFL PAV M RK TY II (W) 4" (BRK)	LF	0.00	$0.00	$0.00
PHASE 1	666	6170	REFL PAV M RK TY II (W) 4" (SLD)	LF	29,860.00	$0.12	$3,583.20
PHASE 1	666	6178	REFL PAV M RK TY II (W) 8" (SLD)	LF	746.00	$0.33	$246.18
PHASE 1	666	6182	REFL PAV M RK TY II (W) 24" (S LD)	LF	35.00	$3.35	$117.25
PHASE1	666	6184	REFL PAV M RK TY II (W) (ARROW)	EA	2.00	$85.00	$170.00
PHASE1	666	6192	REFL PAV M RK TY II (W) (WORD)	EA	2.00	$95.00	$190.00
PHASE 1	666	6207	REFL PAV M RK TY II (Y) 4" (SLD)	LF	30,090.00	$0.12	$3,610.80
PHASE 1	666	6214	REFL PAV M RK TY II (Y) 24" (SLD)	LF	0.00	$0.00	$0.00
PHASE1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090M IL)	LF	0.00	$0.00	$0.00
PHASE1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090M IL)	LF	29,860.00	$0.26	$7,763.60
PHASE1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090M IL)	LF	30,090.00	$0.26	$7,823.40
PHASE 1	672	6007	REFL PAV MRKR TY I-C	EA	38.00	$5.85	$222.30
PHASE1	672	6009	RE FL PAV MRKR TY II-A-A	EA	376.00	$4.00	$1,504.00
						TOTAL	$1,550,342.18

BID FORM
RONALD REAGAN BLVD- from SH 195 to IH 35 (Phase 2)
Williamson County

PHASE	ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
PHASE 2	160	6003	FURNIS NING AND PLACING TOPSOIL (4")	SY	26,134.00	$1.18	$30,838.12
PHASE 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	26,134.00	$0.15	$3,920.10
PHASE 2	166	6001	FERTILIZER	AC	6.00	$255.00	$1,530.00
PHASE 2	168	6001	VE GETATIVE WATERING	MG	1,232.00	$50.00	$61,600.00
PHASE 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724.00	$85.00	$61,540.00
PHASE 2	316	6466	AS PH (CHFRS-2P OR CRS-2P)	GAL	29,114.00	$3.75	$109,177.50
PHASE 2	341	6008	D - GR HMA TY - B PG64 - 22	TON	0.00	$0.00	$0.00
PHASE 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9,150.00	$93.00	$850,950.00
PHASE 2	341	6062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	0.00	$0.00	$0.00
PHASE 2	354	6021	PLANE AS PH CONC PAV (0" TO 2")	SY	4,100.00	$5.50	$22,550.00
PHASE 2	354	6082	PLANE AS PH CONC PAV (10")	SY	0.00	$0.00	$0.00
PHASE 2	500	6001	MOBILIZATION	LS	1.00	$60,000.00	$60,000.00
PHASE 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.50	$15,000.00	$22,500.00
PHASE 2	662	6109	WK Z IPAV MRK SHT TERM (TAB) TY W	EA	144.00	$1.11	$159.84
PHASE 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1,609.00	$1.11	$1,785.99
PHASE 2	666	6035	REFL PAV M RK TY I(W) 8" (SLD) (OSOMIL)	LF	1,440.00	$0.60	$864.00
PHASE 2	666	6047	REFL PAV M RK TY I (W) 24" (SLD) (090M IL)	LF	56.00	$12.50	$700.00
PHASE 2	666	60M	REFL PAV M RK TY I (W) (ARROW) (090M IL)	EA	4.00	$255.00	$1,020.00
PHASE 2	666	6077	REFL PAV M RK TY I (W) (WORD) (090MIL)	EA	4.00	$260.00	$1,040.00
PHASE 2	666	6146	REFL PAV M RK TY I (Y) 24" (SLD) (090M IL)	LF	1,015.00	$3.00	$3,045.00
PHASE 2	666	6167	REFL PAV M RK TY II (W) 4" (BRK)	LF	1,110.00	$0.10	$111.00
PHASE 2	666	6170	REFL PAV M RK TY II (W) 4" (SLO)	LF	29,150.00	$0.12	$3,498.00
PHASE 2	666	6178	REFL PAV M RK TY II (W) 8" (SLD)	LF	1,440.00	$0.33	$475.20
PHASE 2	666	6182	REFL PAV M RK TY II (W) 24" (SLD)	LF	56.00	$3.35	$187.60
PHASE 2	666	6184	REFL PAV M RK TY II (W) (ARROW)	EA	4.00	$85.00	$340.00
PHASE 2	666	6192	REFL PAV M RK TY II (W) (WORD)	EA	4.00	$95.00	$380.00
PHASE 2	666	6207	REFL PAV M RK TY II (Y) 4" (SLD)	LF	32,180.00	$0.12	$3,861.60
PHASE 2	666	6214	REFL PAV M RK TY II (Y) 24" (SLD)	LF	1,015.00	$0.75	$761.25
PHASE 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090M IL)	LF	1,110.00	$0.20	$222.00
PHASE 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090M IL)	LF	29,150.00	$0.26	$7,579.00
PHASE 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090M IL)	LF	32,180.00	$0.26	$8,366.80
PHASE 2	672	6007	REFL PAV M RKR TY kC	EA	86.00	$5.85	$503.10
PHASE 2	672	6009	REFL PAV M RKR TY II-A-A	EA	615.00	$4.00	$2,460.00
						TOTAL	$1,261,966.10

Supplier: **APAC Texas Inc./Wheeler**

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:	**Oldcastle Materials Texas, Inc.**
Address of Bidder:	**1320 Arrow Point Dr., Ste 600, Cedar Park, TX**
Email:	**David.Reese@apac.com**
Telephone:	**512-861-7100/512-633-5680**
Printed Name of Person Submitting Affidavit:	**David Reese**
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: **APAC Texas Inc./Wheeler**

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.**	**N/A**
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.**	**N/A**
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.**	**N/A**

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:** **N/A**

7		**7/31/2017**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **APAC Texas Inc./Wheeler**

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: **Travis County**
Location: **Howard Lane PH-2 Pflugerville, TX**

Contact Name: **Chiddi N'Jie**
Title: **Engineer**

Phone: **512-845-7585**
E-mail **Chiddi.N'jie@traviscountytx.gov**

Contract Date To: **01/2014**
Contract Date From: **02/2016**
Contract Value: $ **$2,500,000**

Scope of Work:
HMAC Paving and Chipseal including final riding surface placement

Reference 2

Client Name: **TxDOT**
Location: **US290 Travis County, Austin**

Contact Name: **Victor Vargas**
Title: **Area Engineer**

Phone: **512-282-2113**
E-mail

Contract Date To: **07/2105**
Contract Date From: **01/2016**
Contract Value: $ **$2,519,000**

Scope of Work:
Milling, overlay, seal layer and pavement repairs on US290 frontage Roads 22,000 tons

Reference 3

Client Name: **City of Round Rock**

Location: **Round Rock city streets**

Contact Name: **Todd Keltgen**

Title: **Operations Manager**

Phone: **512-218--6603**

E-mail **toddk@roundrocktexas.gov**

Contract Date To: **02/2015**

Contract Date From: **01/2016**

Contract Value: $ **$4,252,957**

Scope of Work:
Milling, Overlay, Pavement Repairs and Concrete Driveways, curb, sidewalk

Commissioners Court - Regular Session **40.**

Meeting Date: 08/28/2018

Award of Invitation for Bid #1805-232 State Hwy 29 at CR 200 Loop 332

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Invitation to Bid # 1805-232 State Hwy 29 at CR 200 Loop 332 to the lowest responsive bidder, Cox Commercial Construction. As the project is on the TxDOT system, award of the Contract is contingent upon TxDOT concurrence.

Background

The bid was viewed by 59 suppliers and 5 bids were submitted. The bidding was competitive with the lowest bidders being within 3% of each other. In addition to meeting the bid qualifications to being the low bidder, Cox Commercial Construction is currently the prime contractor performing similar work on CR 200 at Bold Sundown, a Road Bond Program project. They were also the Prime Contractor on the RM 620, PH 2 and Bill Pickett Trail. Based on the low bid of $1,705,061.70 and the previous quality of work, HNTB concur with Design Engineers O'Brien Engineering, Recommendation of Award for the CR 200 at SH 29-Loop 332 construction contract to Cox Commercial Construction. The Point of Contact for this Bid is HNTB and Road Bond and TxDOT Funds will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation letter 1805-232

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2018 11:42 AM
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Johnny Grimaldo		Started On: 08/22/2018 02:05 PM
Final Approval Date: 08/23/2018		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

August 21, 2018

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 200 at SH 29-Loop 332
Williamson County Project No. 1805-232
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Cox Commercial Construction) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Cox Commercial Construction	$1,705,061.70
2.	MA Smith Contracting	$1,758,945.15
3.	Pro Dirt Services	$2,011,025.29
4.	Austin Engineering	$2,033,731.75
5.	Aaron Concrete Contractors	$2,197,796.95

The bidding was competitive with the lowest two bidders being within 3% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Cox Commercial Construction is currently the prime contractor performing similar work on CR 200 at Bold Sundown, a Road Bond Program project. They were also the Prime Contractor on RM 620, Ph 2 and Bill Pickett Trail. Based on the low bid of $1,705,061.70 and the previous quality of work, we concur with the Design Engineer's, O'Brien Engineering, Recommendation of Award for the CR 200 at SH 29-Loop 332 construction contract to Cox Commercial Construction.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County, Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1805-232 CR200 at SH 29/Loop 332
HNTB Bid Tabulation
July 31, 2018

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Cox Commercial Construction	$1,705,061.70	1	$134,786.97	8.6%	-	-
MA Smith Contracting	$1,758,946.15	2	$188,671.42	12.0%	$ 53,884.45	3.2%
Pro Dirt Services	$2,011,025.59	3	$440,750.86	28.1%	$ 305,963.89	17.9%
Austin Engineering	$2,033,731.75	4	$463,457.02	29.5%	$ 328,670.05	19.3%
Aaron Concrete Contractors	$2,197,796.95	5	$627,522.22	40.0%	$ 492,735.25	24.2%

Williamson County Road Bond Program
1805-232 CR 200 at SH 29/Loop 332
HNTB Bid Tabulation
July 31, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cox Commercial Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	16	STA	$ 1,000.00	$ 16,000.00	$ 5,000.00	$ 80,000.00	$ 3,000.00	$ 48,000.00
2	105-6020	REMOVING STAB BASE & ASPH PAV (12")	133	SY	$ 10.00	$ 1,330.00	$ 45.00	$ 5,985.00	$ 10.00	$ 1,330.00
3	110-6001	EXCAVATION (RDWY)	4008	CY	$ 15.00	$ 60,120.00	$ 25.00	$ 100,200.00	$ 25.00	$ 100,200.00
4	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	1903	CY	$ 16.00	$ 30,448.00	$ 25.00	$ 47,575.00	$ 35.00	$ 66,605.00
5	160-6003	FURNISHIING & PLACING TOPSOIL (4")	6723	SY	$ 2.80	$ 18,824.40	$ 2.20	$ 14,790.60	$ 1.70	$ 11,429.10
6	161-6027	EROSION CONTROL COMPOST (3")	1681	SY	$ 3.50	$ 5,883.50	$ 3.00	$ 5,043.00	$ 4.50	$ 7,564.50
7	164-6009	BROADCAST SEED(TEMP)(WARM)	3362	SY	$ 0.40	$ 1,344.80	$ 0.20	$ 672.40	$ 0.20	$ 672.40
8	164-6011	BROADCAST SEED(TEMP)(COOL)	3362	SY	$ 0.40	$ 1,344.80	$ 0.20	$ 672.40	$ 0.20	$ 672.40
9	166-6002	FERTILIZER	0.40	TON	$ 2,000.00	$ 800.00	$ 1,000.00	$ 400.00	$ 1,200.00	$ 480.00
10	168-6001	VEGETATIVE WATERING	101	MG	$ 35.00	$ 3,535.00	$ 20.00	$ 2,020.00	$ 20.00	$ 2,020.00
11	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	4000	SY	$ 5.00	$ 20,000.00	$ 1.20	$ 4,800.00	$ 1.50	$ 6,000.00
12	247-6044	FL BS (CMB IN PLC)(TY A GR 4)(FNAL POS)	2381	CY	$ 45.00	$ 107,145.00	$ 48.50	$ 115,478.50	$ 50.00	$ 119,050.00
13	310-6001	PRIME COAT (MULTI OPTION)	1427	GAL	$ 5.50	$ 7,848.50	$ 4.00	$ 5,708.00	$ 4.00	$ 5,708.00
14	340-6011	D-GR HMA (SQ) TY-B PG64-22	1403	TON	$ 125.00	$ 175,375.00	$ 74.00	$ 103,822.00	$ 80.00	$ 112,240.00
15	340-6122	D-GR HMA(SQ) TY-D PG70-22	842	TON	$ 185.00	$ 155,770.00	$ 100.00	$ 84,200.00	$ 110.00	$ 92,620.00
16	340-6246	D-GR HMA(SQ) TY-D PG64-22 (LEVEL-UP)	751	TON	$ 130.00	$ 97,630.00	$ 100.00	$ 75,100.00	$ 110.00	$ 82,610.00
17	402-6001	TRENCH EXCAVATION PROTECTION	570	LF	$ 3.00	$ 1,710.00	$ 1.00	$ 570.00	$ 1.00	$ 570.00
18	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	13	LF	$ 280.00	$ 3,640.00	$ 400.00	$ 5,200.00	$ 330.00	$ 4,290.00
19	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	44	LF	$ 400.00	$ 17,600.00	$ 425.00	$ 18,700.00	$ 425.00	$ 18,700.00
20	432-6006	RIPRAP (CONC)(CL B)	81	CY	$ 515.00	$ 41,715.00	$ 900.00	$ 72,900.00	$ 470.00	$ 38,070.00
21	462-6001	CONC BOX CULV (3FT X 2FT)	577	LF	$ 268.25	$ 154,780.25	$ 250.00	$ 144,250.00	$ 250.00	$ 144,250.00
22	464-6003	RC PIPE (CL III)(18 IN)	268	LF	$ 75.00	$ 20,100.00	$ 95.00	$ 25,460.00	$ 71.00	$ 19,028.00
23	464-6005	RC PIPE (CL III)(24 IN)	123	LF	$ 90.00	$ 11,070.00	$ 110.00	$ 13,530.00	$ 90.00	$ 11,070.00
24	465-6220	INLET (COMPL)(DROP)(TY 3)	1	EA	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
25	465-6221	INLET (COMPL)(DROP)(TY 3A)	4	EA	$ 4,000.00	$ 16,000.00	$ 3,500.00	$ 14,000.00	$ 4,000.00	$ 16,000.00
26	467-6116	SET (TY 1)(S=3FT)(HW=4FT)(6:1)(P)	1	EA	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00
27	467-6391	SET (TY II)(24 IN)(RCP)(4:1)(P)	2	EA	$ 2,000.00	$ 4,000.00	$ 2,500.00	$ 5,000.00	$ 2,000.00	$ 4,000.00
28	500-6001	MOBILIZATION	1	LS	$ 113,353.68	$ 113,353.68	$ 165,000.00	$ 165,000.00	$ 160,000.00	$ 160,000.00
29	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	6	MO	$ 4,500.00	$ 27,000.00	$ 7,500.00	$ 45,000.00	$ 7,000.00	$ 42,000.00
30	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	170	LF	$ 32.00	$ 5,440.00	$ 22.00	$ 3,740.00	$ 28.00	$ 4,760.00
31	506-6011	ROCK FILTER DAMS(REMOVE)	170	LF	$ 15.00	$ 2,550.00	$ 7.00	$ 1,190.00	$ 15.00	$ 2,550.00
32	506-6020	CONSTRUCTION EXITS (INSTALL)(TY I)	200	SY	$ 20.00	$ 4,000.00	$ 10.00	$ 2,000.00	$ 16.00	$ 3,200.00
33	506-6024	CONSTRUCTION EXITS (REMOVE)	200	SY	$ 10.00	$ 2,000.00	$ 5.00	$ 1,000.00	$ 12.00	$ 2,400.00
34	506-6041	BIODEG EROSN CONT LOGS(INSTL)(12")	609	LF	$ 4.60	$ 2,801.40	$ 4.00	$ 2,436.00	$ 5.00	$ 3,045.00
35	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	609	LF	$ 1.00	$ 609.00	$ 1.00	$ 609.00	$ 1.25	$ 761.25
36	508-6001	CONSTRUCTING DETOURS	88	SY	$ 200.00	$ 17,600.00	$ 100.00	$ 8,800.00	$ 100.00	$ 8,800.00
37	530-6004	DRIVEWAYS (CONC)	347	SY	$ 85.00	$ 29,495.00	$ 110.00	$ 38,170.00	$ 90.00	$ 31,230.00
38	530-6005	DRIVEWAYS (ACP)	495	SY	$ 40.00	$ 19,800.00	$ 50.00	$ 24,750.00	$ 40.00	$ 19,800.00
39	530-6008	TURNOUTS (ACP)	13	SY	$ 50.00	$ 650.00	$ 155.00	$ 2,015.00	$ 140.00	$ 1,820.00

Williamson County Road Bond Program
1805-232 CR 200 at SH 29/Loop 332
HNTB Bid Tabulation
July 31, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cox Commercial Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	531-6024	CURB RAMPS (TY 7)	2	EA	$ 150.00	$ 300.00	$ 1,500.00	$ 3,000.00	$ 1,800.00	$ 3,600.00
41	618-6046	CONDT (PVC) (SCH 80) (2")	145	LF	$ 10.00	$ 1,450.00	$ 15.00	$ 2,175.00	$ 27.00	$ 3,915.00
42	620-6007	ELEC CONDR (NO.8) BARE	1235	LF	$ 1.15	$ 1,420.25	$ 1.20	$ 1,482.00	$ 2.25	$ 2,778.75
43	620-6008	ELEC CONDR (NO.8) INSULATED	1984	LF	$ 1.35	$ 2,678.40	$ 1.30	$ 2,579.20	$ 2.25	$ 4,464.00
44	624-6008	GROUND BOX TY C (162911)W/APRON	3	EA	$ 1,300.00	$ 3,900.00	$ 1,000.00	$ 3,000.00	$ 2,500.00	$ 7,500.00
45	644-6001	INS SM RD SN SUP & AM TY 10BWG(1)SA(P)	19	EA	$ 750.00	$ 14,250.00	$ 450.00	$ 8,550.00	$ 550.00	$ 10,450.00
46	644-6004	INS SM RD SN SUP & AM TY 10BWG(1)SA(T)	7	EA	$ 500.00	$ 3,500.00	$ 600.00	$ 4,200.00	$ 600.00	$ 4,200.00
47	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	2	EA	$ 850.00	$ 1,700.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
48	644-6076	REMOVE SM RD SN SUP & AM	14	EA	$ 250.00	$ 3,500.00	$ 50.00	$ 700.00	$ 160.00	$ 2,240.00
49	662-6002	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	2699	LF	$ 0.55	$ 1,484.45	$ 1.00	$ 2,699.00	$ 3.50	$ 9,446.50
50	662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	1144	LF	$ 0.40	$ 457.60	$ 2.00	$ 2,288.00	$ 5.00	$ 5,720.00
51	662-6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	71	LF	$ 5.50	$ 390.50	$ 8.50	$ 603.50	$ 15.00	$ 1,065.00
52	662-6017	WK ZN PAV MRK NON-REMOV (W)(ARROW)	7	EA	$ 75.00	$ 525.00	$ 70.00	$ 490.00	$ 225.00	$ 1,575.00
53	662-6018	WK ZN PAV MRK NON-REMOV (W)(DBL ARW)	1	EA	$ 100.00	$ 100.00	$ 120.00	$ 120.00	$ 230.00	$ 230.00
54	662-6023	WK ZN PAV MRK NON-REMOV (W)(RR XING)	2	EA	$ 600.00	$ 1,200.00	$ 260.00	$ 520.00	$ 475.00	$ 950.00
55	662-6029	WK ZN PAV MRK NON-REMOV (W)(WORD)	4	EA	$ 80.00	$ 320.00	$ 80.00	$ 320.00	$ 225.00	$ 900.00
56	662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	2572	LF	$ 0.25	$ 643.00	$ 1.00	$ 2,572.00	$ 3.25	$ 8,359.00
57	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	193	EA	$ 1.50	$ 289.50	$ 1.00	$ 193.00	$ 2.50	$ 482.50
58	662-6110	WK ZN PAV MRK SHT TERM (TAB) TY Y	130	EA	$ 1.50	$ 195.00	$ 1.00	$ 130.00	$ 6.00	$ 780.00
59	666-6006	REFL PAV MRK TY I(W)4"(DOT)(100 MIL)	202	LF	$ 1.00	$ 202.00	$ 0.60	$ 121.20	$ 2.50	$ 505.00
60	666-6036	REFL PAV MRK TY I(Y)8"(SLD)(100 MIL)	1252	LF	$ 1.00	$ 1,252.00	$ 1.10	$ 1,377.20	$ 1.25	$ 1,565.00
61	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	185	LF	$ 2.00	$ 370.00	$ 3.00	$ 555.00	$ 5.50	$ 1,017.50
62	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	357	LF	$ 6.00	$ 2,142.00	$ 5.50	$ 1,963.50	$ 9.25	$ 3,302.25
63	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	10	EA	$ 94.55	$ 945.50	$ 110.00	$ 1,100.00	$ 160.00	$ 1,600.00
64	666-6078	REFL PAV MRK TY I(W)(WORD)(100 MIL)	10	EA	$ 130.00	$ 1,300.00	$ 125.00	$ 1,250.00	$ 165.00	$ 1,650.00
65	666-6093	REFL PAV MRK TY I(W)(RR XING)(100 MIL)	2	EA	$ 600.00	$ 1,200.00	$ 290.00	$ 580.00	$ 950.00	$ 1,900.00
66	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	3082	LF	$ 0.50	$ 1,541.00	$ 0.60	$ 1,849.20	$ 1.05	$ 3,236.10
67	666-6167	REFL PAV MRK TY II(W)4"(BRK)	415	LF	$ 1.00	$ 415.00	$ 0.50	$ 207.50	$ 0.35	$ 145.25
68	666-6168	REFL PAV MRK TY II(W)4"(DOT)	202	LF	$ 1.00	$ 202.00	$ 0.50	$ 101.00	$ 0.75	$ 151.50
69	666-6178	REFL PAV MRK TY II(W)8"(SLD)	1125	LF	$ 0.70	$ 787.50	$ 1.00	$ 1,125.00	$ 0.65	$ 731.25
70	666-6180	REFL PAV MRK TY II(W)12"(SLD)	128	LF	$ 1.50	$ 192.00	$ 1.10	$ 140.80	$ 1.25	$ 160.00
71	666-6182	REFL PAV MRK TY II(W)24"(SLD)	332	LF	$ 3.00	$ 996.00	$ 2.30	$ 763.60	$ 1.85	$ 614.20
72	666-6184	REFL PAV MRK TY II(W)(ARROW)	6	EA	$ 40.00	$ 240.00	$ 70.00	$ 420.00	$ 80.00	$ 480.00
73	666-6192	REFL PAV MRK TY II(W)(WORD)	6	EA	$ 50.00	$ 300.00	$ 80.00	$ 480.00	$ 90.00	$ 540.00
74	666-6196	REFL PAV MRK TY II(W)(RR XING)	2	EA	$ 200.00	$ 400.00	$ 140.00	$ 280.00	$ 145.00	$ 290.00
75	666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100 MIL)	415	LF	$ 0.35	$ 145.25	$ 0.60	$ 249.00	$ 1.05	$ 435.75
76	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	1646	LF	$ 0.50	$ 823.00	$ 0.60	$ 987.60	$ 1.25	$ 2,057.50
77	666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100 MIL)	425	LF	$ 0.40	$ 170.00	$ 0.60	$ 255.00	$ 1.05	$ 446.25
78	666-6323	RE PM W/RET REQ TY II (W) 4" (SLD) (100 MIL)	2437	LF	$ 0.30	$ 731.10	$ 0.40	$ 974.80	$ 0.30	$ 731.10

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cox Commercial Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	666-6326	RE PM W/RET REQ TY II (Y) 4" (BRK) (100 MIL)	425	LF	$ 1.00	$ 425.00	$ 0.40	$ 170.00	$ 0.35	$ 148.75
80	666-6327	RE PM W/RET REQ TY II (Y) 4" (SLD) (100 MIL)	3082	LF	$ 0.30	$ 924.60	$ 0.40	$ 1,232.80	$ 0.30	$ 924.60
81	672-6007	REFL PAV MRKR TY I-C	64	EA	$ 3.50	$ 224.00	$ 5.50	$ 352.00	$ 9.00	$ 576.00
82	672-6009	REFL PAV MRKR TY II-A-A	112	EA	$ 3.00	$ 336.00	$ 5.50	$ 616.00	$ 5.00	$ 560.00
83	677-6001	ELIM EXT PAV MRK & MRKS (4")	7289	LF	$ 1.00	$ 7,289.00	$ 1.00	$ 7,289.00	$ 1.50	$ 10,933.50
84	677-6003	ELIM EXT PAV MRK & MRKS (8")	586	LF	$ 1.00	$ 586.00	$ 1.30	$ 761.80	$ 3.00	$ 1,758.00
85	677-6007	ELIM EXT PAV MRK & MRKS (24")	152	LF	$ 3.00	$ 456.00	$ 4.30	$ 653.60	$ 9.00	$ 1,368.00
86	677-6008	ELIM EXT PAV MRK & MRKS (ARROWS)	1	EA	$ 100.00	$ 100.00	$ 200.00	$ 200.00	$ 180.00	$ 180.00
87	677-6009	ELIM EXT PAV MRK & MRKS (DBL ARROWS)	1	EA	$ 100.00	$ 100.00	$ 350.00	$ 350.00	$ 230.00	$ 230.00
88	677-6009	ELIM EXT PAV MRK & MRKS (RR X-INGS)	2	EA	$ 200.00	$ 400.00	$ 475.00	$ 950.00	$ 300.00	$ 600.00
89	680-6004	REMOVING TRAFFIC SIGNALS	3	EA	$ 4,500.00	$ 13,500.00	$ 1,500.00	$ 4,500.00	$ 770.00	$ 2,310.00
90	680-6011	INSTALL HWY TRF SIG (UPGRADE)	1	EA	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00	$ 27,000.00	$ 27,000.00
91	682-6001	VEH SIG SEC (12")LED(GRN)	10	EA	$ 250.00	$ 2,500.00	$ 270.00	$ 2,700.00	$ 300.00	$ 3,000.00
92	682-6002	VEH SIG SEC (12")LED(GRN ARW)	6	EA	$ 250.00	$ 1,500.00	$ 270.00	$ 1,620.00	$ 300.00	$ 1,800.00
93	682-6003	VEH SIG SEC (12")LED(YEL)	10	EA	$ 250.00	$ 2,500.00	$ 270.00	$ 2,700.00	$ 300.00	$ 3,000.00
94	682-6004	VEH SIG SEC (12")LED(YEL ARW)	12	EA	$ 250.00	$ 3,000.00	$ 270.00	$ 3,240.00	$ 300.00	$ 3,600.00
95	682-6005	VEH SIG SEC (12")LED(RED)	10	EA	$ 250.00	$ 2,500.00	$ 270.00	$ 2,700.00	$ 300.00	$ 3,000.00
96	682-6006	VEH SIG SEC (12")LED(RED ARW)	6	EA	$ 250.00	$ 1,500.00	$ 270.00	$ 1,620.00	$ 300.00	$ 1,800.00
97	682-6018	PED SIG SEC (LED)(COUNTDOWN)	2	EA	$ 600.00	$ 1,200.00	$ 1,000.00	$ 2,000.00	$ 725.00	$ 1,450.00
98	682-6023	BACK PLATE (12")(3 SEC)	11	EA	$ 80.00	$ 880.00	$ 90.00	$ 990.00	$ 50.00	$ 550.00
99	682-6024	BACK PLATE (12")(4 SEC)	2	EA	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 60.00	$ 120.00
100	682-6025	BACK PLATE (12")(5 SEC)	2	EA	$ 100.00	$ 200.00	$ 110.00	$ 220.00	$ 90.00	$ 180.00
101	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2873	LF	$ 1.70	$ 4,884.10	$ 2.00	$ 5,746.00	$ 2.00	$ 5,746.00
102	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1577	LF	$ 1.70	$ 2,680.90	$ 2.00	$ 3,154.00	$ 2.50	$ 3,942.50
103	686-6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA	$ 8,200.00	$ 8,200.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00
104	686-6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	2	EA	$ 17,000.00	$ 34,000.00	$ 22,000.00	$ 44,000.00	$ 26,000.00	$ 52,000.00
105	687-6001	PED POLE ASSEMBLY	2	EA	$ 1,800.00	$ 3,600.00	$ 2,500.00	$ 5,000.00	$ 3,600.00	$ 7,200.00
106	688-6001	PED DETECT PUSH BUTTON (APS)	2	EA	$ 900.00	$ 1,800.00	$ 1,000.00	$ 2,000.00	$ 1,100.00	$ 2,200.00
107	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	$ 3,000.00	$ 12,000.00	$ 7,500.00	$ 30,000.00	$ 10,000.00	$ 40,000.00
108	6025-6001	RADAR PRESENCE DETECTOR	4	EA	$ 4,000.00	$ 16,000.00	$ 6,500.00	$ 26,000.00	$ 7,500.00	$ 30,000.00
109	6025-6002	RADAR PRESENCE DETECTOR COMM CABLE	1433	LF	$ 4.00	$ 5,732.00	$ 3.50	$ 5,015.50	$ 5.00	$ 7,165.00
110	6027-6003	CONDUIT (PREPARE)	491	LF	$ 3.00	$ 1,473.00	$ 1.00	$ 491.00	$ 1.25	$ 613.75
111	6027-6008	GROUND BOX (PREPARE)	5	EA	$ 350.35	$ 1,751.75	$ 350.00	$ 1,750.00	$ 250.00	$ 1,250.00
112	6057-6001	RADAR ADVANCED DETECTION DEVICE	2	EA	$ 7,000.00	$ 14,000.00	$ 6,500.00	$ 13,000.00	$ 7,500.00	$ 15,000.00
113	6185-6001	TMA (STATIONARY)	4	EA	$ 500.00	$ 2,000.00	$ 3,600.00	$ 14,400.00	$ 16,000.00	$ 64,000.00
114	COLH 501-0001	OPEN CUT WITH 6" STEEL ENCASEMENT	116	LF	$ 100.00	$ 11,600.00	$ 150.00	$ 17,400.00	$ 50.00	$ 5,800.00
115	COLH 501-0002	OPEN CUT WITH 12" STEEL ENCASEMENT	105	LF	$ 150.00	$ 15,750.00	$ 160.00	$ 16,800.00	$ 100.00	$ 10,500.00
116	COLH 503/504-0001	MAJOR MANHOLE IMPROVEMENTS, 5' DIAMETER	1	EA	$ 3,200.00	$ 3,200.00	$ 4,500.00	$ 4,500.00	$ 3,400.00	$ 3,400.00
117	COLH 509-0001	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	1716	LF	$ 3.00	$ 5,148.00	$ 1.00	$ 1,716.00	$ 1.00	$ 1,716.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cox Commercial Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
118	COLH 510-0001	M.J. SSB cl-350 D.I. FITTINGS W/ RESTRAINT GLANDS	800	lbs	$ 4.00	$ 3,200.00	$ 4.50	$ 3,600.00	$ 3.00	$ 2,400.00
119	COLH 510-0002	PIPE, 2" DIA. PVC, (INCLUDING EXCAVATION & BACKFILL)	110	LF	$ 15.00	$ 1,650.00	$ 50.00	$ 5,500.00	$ 45.00	$ 4,950.00
120	COLH 510-0003	PIPE, 3" DIA. SDR-21, (INCLUDING EXCAVATION & BACKFILL)	280	LF	$ 20.00	$ 5,600.00	$ 50.00	$ 14,000.00	$ 60.00	$ 16,800.00
121	COLH 510-0004	PIPE, 8" DIA. C 900 DR-18 (INCLUDING EXCAVATION & BACKFILL)	241	LF	$ 55.00	$ 13,255.00	$ 60.00	$ 14,460.00	$ 100.00	$ 24,100.00
122	COLH 510-0005	REMOVE PORTION OF EXISTING 2" WATER LINE	614	LF	$ 2.00	$ 1,228.00	$ 25.00	$ 15,350.00	$ 7.00	$ 4,298.00
123	COLH 510-0006	REMOVE PORTION OF EXISTING 3" FORCE MAIN	252	LF	$ 2.00	$ 504.00	$ 30.00	$ 7,560.00	$ 18.00	$ 4,536.00
124	COLH 510-0007	REMOVE PORTION OF EXISTING 8" WATER LINE	219	LF	$ 4.00	$ 876.00	$ 35.00	$ 7,665.00	$ 20.00	$ 4,380.00
125	COLH 510-0008	WET CONNECTION, 2" WATER LINE AT EXISTING 2" WATER LINE	1	EA	$ 1,350.00	$ 1,350.00	$ 2,500.00	$ 2,500.00	$ 1,100.00	$ 1,100.00
126	COLH 510-0009	WET CONNECTION, 3" Dia. WW AT EXISTING 3" FORCE MAIN	2	EA	$ 2,000.00	$ 4,000.00	$ 2,500.00	$ 5,000.00	$ 2,000.00	$ 4,000.00
127	COLH 510-0010	WET CONNECTION, 8" WATER LINE AT EXISTING 8" WATER LINE	2	EA	$ 3,000.00	$ 6,000.00	$ 4,000.00	$ 8,000.00	$ 1,600.00	$ 3,200.00
128	COLH 511-0002	2" GATE VALVE WITH VALVE BOX	2	EA	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ 900.00	$ 1,800.00
129	COLH 511-0003	5-1/4" FIRE HYDRANT ASSEMBLY	1	EA	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,800.00	$ 5,800.00
130	COLH 511-0005	8" GATE VALVE WITH VALVE BOX	2	EA	$ 1,500.00	$ 3,000.00	$ 2,000.00	$ 4,000.00	$ 2,100.00	$ 4,200.00
131	COLH 730-0001	BYPASS PUMPING FOR 3" WW	1	LS	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00	$ 15,000.00	$ 15,000.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

#REF!	999-WC01	FORCE ACCOUNT	40,000	DOL	$1.00	$40,000.00	$1.00	$40,000.00	$1.00	$40,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 1,570,274.73**		**$ 1,705,061.70**		**$ 1,758,946.15**
		ACTUAL BID PROPOSAL				$1,570,274.73		$1,705,061.70		$1,758,946.15
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00
		Bid Bond						Y		Y
		Bid Affidavit						Y		Y
		Conflict of Interest Questionnaire						Y		Y
		Bidder References (Minimum of Three)						Y		Y
		Child Support						Y		Y
		Non Collusion						Y		Y
		Lobbying Activities						Y		Y

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Pro Dirt Services		Austin Engineering		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	16	STA	$ 3,000.00	$ 48,000.00	$ 950.00	$ 15,200.00	$ 4,000.00	$ 64,000.00
2	105-6020	REMOVING STAB BASE & ASPH PAV (12")	133	SY	$ 150.00	$ 19,950.00	$ 20.00	$ 2,660.00	$ 35.00	$ 4,655.00
3	110-6001	EXCAVATION (RDWY)	4008	CY	$ 20.00	$ 80,160.00	$ 12.00	$ 48,096.00	$ 34.00	$ 136,272.00
4	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	1903	CY	$ 130.71	$ 248,741.13	$ 16.00	$ 30,448.00	$ 62.00	$ 117,986.00
5	160-6003	FURNISHIING & PLACING TOPSOIL (4")	6723	SY	$ 2.98	$ 20,034.54	$ 10.00	$ 67,230.00	$ 3.00	$ 20,169.00
6	161-6027	EROSION CONTROL COMPOST (3")	1681	SY	$ 3.00	$ 5,043.00	$ 11.13	$ 18,709.53	$ 5.00	$ 8,405.00
7	164-6009	BROADCAST SEED(TEMP)(WARM)	3362	SY	$ 0.26	$ 874.12	$ 0.24	$ 806.88	$ 0.20	$ 672.40
8	164-6011	BROADCAST SEED(TEMP)(COOL)	3362	SY	$ 0.26	$ 874.12	$ 0.24	$ 806.88	$ 0.20	$ 672.40
9	166-6002	FERTILIZER	0.40	TON	$ 2,100.00	$ 840.00	$ 1,140.00	$ 456.00	$ 1,700.00	$ 680.00
10	168-6001	VEGETATIVE WATERING	101	MG	$ 150.00	$ 15,150.00	$ 62.00	$ 6,262.00	$ 35.00	$ 3,535.00
11	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	4000	SY	$ 1.50	$ 6,000.00	$ 2.00	$ 8,000.00	$ 1.40	$ 5,600.00
12	247-6044	FL BS (CMB IN PLC)(TY A GR 4)(FNAL POS)	2381	CY	$ 130.71	$ 311,220.51	$ 98.00	$ 233,338.00	$ 67.00	$ 159,527.00
13	310-6001	PRIME COAT (MULTI OPTION)	1427	GAL	$ 3.90	$ 5,565.30	$ 4.70	$ 6,706.90	$ 4.00	$ 5,708.00
14	340-6011	D-GR HMA (SQ) TY-B PG64-22	1403	TON	$ 78.10	$ 109,574.30	$ 95.00	$ 133,285.00	$ 81.00	$ 113,643.00
15	340-6122	D-GR HMA(SQ) TY-D PG70-22	842	TON	$ 107.80	$ 90,767.60	$ 132.00	$ 111,144.00	$ 112.00	$ 94,304.00
16	340-6246	D-GR HMA(SQ) TY-D PG64-22 (LEVEL-UP)	751	TON	$ 107.80	$ 80,957.80	$ 132.00	$ 99,132.00	$ 112.00	$ 84,112.00
17	402-6001	TRENCH EXCAVATION PROTECTION	570	LF	$ 2.00	$ 1,140.00	$ 2.95	$ 1,681.50	$ 11.00	$ 6,270.00
18	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	13	LF	$ 308.00	$ 4,004.00	$ 375.00	$ 4,875.00	$ 350.00	$ 4,550.00
19	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	44	LF	$ 401.50	$ 17,666.00	$ 490.00	$ 21,560.00	$ 460.00	$ 20,240.00
20	432-6006	RIPRAP (CONC)(CL B)	81	CY	$ 627.00	$ 50,787.00	$ 722.00	$ 58,482.00	$ 800.00	$ 64,800.00
21	462-6001	CONC BOX CULV (3FT X 2FT)	577	LF	$ 320.00	$ 184,640.00	$ 350.00	$ 201,950.00	$ 260.00	$ 150,020.00
22	464-6003	RC PIPE (CL III)(18 IN)	268	LF	$ 85.00	$ 22,780.00	$ 76.00	$ 20,368.00	$ 98.00	$ 26,264.00
23	464-6005	RC PIPE (CL III)(24 IN)	123	LF	$ 100.00	$ 12,300.00	$ 185.00	$ 22,755.00	$ 325.00	$ 39,975.00
24	465-6220	INLET (COMPL)(DROP)(TY 3)	1	EA	$ 2,640.00	$ 2,640.00	$ 4,032.00	$ 4,032.00	$ 4,500.00	$ 4,500.00
25	465-6221	INLET (COMPL)(DROP)(TY 3A)	4	EA	$ 2,640.00	$ 10,560.00	$ 4,032.00	$ 16,128.00	$ 4,300.00	$ 17,200.00
26	467-6116	SET (TY 1)(S=3FT)(HW=4FT)(6:1)(P)	1	EA	$ 6,930.00	$ 6,930.00	$ 12,710.00	$ 12,710.00	$ 9,500.00	$ 9,500.00
27	467-6391	SET (TY II)(24 IN)(RCP)(4:1)(P)	2	EA	$ 2,540.00	$ 5,080.00	$ 1,740.00	$ 3,480.00	$ 1,800.00	$ 3,600.00
28	500-6001	MOBILIZATION	1	LS	$ 70,000.00	$ 70,000.00	$ 72,900.00	$ 72,900.00	$ 200,000.00	$ 200,000.00
29	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	6	MO	$ 2,200.00	$ 13,200.00	$ 4,658.00	$ 27,948.00	$ 11,000.00	$ 66,000.00
30	506-6002	ROCK FILTER DAMS(INSTALL)(TY 2)	170	LF	$ 25.00	$ 4,250.00	$ 30.00	$ 5,100.00	$ 26.00	$ 4,420.00
31	506-6011	ROCK FILTER DAMS(REMOVE)	170	LF	$ 7.00	$ 1,190.00	$ 8.00	$ 1,360.00	$ 13.00	$ 2,210.00
32	506-6020	CONSTRUCTION EXITS (INSTALL)(TY I)	200	SY	$ 11.00	$ 2,200.00	$ 22.00	$ 4,400.00	$ 15.00	$ 3,000.00
33	506-6024	CONSTRUCTION EXITS (REMOVE)	200	SY	$ 6.00	$ 1,200.00	$ 8.00	$ 1,600.00	$ 11.00	$ 2,200.00
34	506-6041	BIODEG EROSN CONT LOGS(INSTL)(12")	609	LF	$ 4.00	$ 2,436.00	$ 4.50	$ 2,740.50	$ 5.00	$ 3,045.00
35	506-6043	BIODEG EROSN CONT LOGS(REMOVE)	609	LF	$ 1.00	$ 609.00	$ 0.75	$ 456.75	$ 1.15	$ 700.35
36	508-6001	CONSTRUCTING DETOURS	88	SY	$ 440.00	$ 38,720.00	$ 160.00	$ 14,080.00	$ 115.00	$ 10,120.00
37	530-6004	DRIVEWAYS (CONC)	347	SY	$ 85.00	$ 29,495.00	$ 114.00	$ 39,558.00	$ 78.00	$ 27,066.00
38	530-6005	DRIVEWAYS (ACP)	495	SY	$ 44.00	$ 21,780.00	$ 44.00	$ 21,780.00	$ 40.00	$ 19,800.00
39	530-6008	TURNOUTS (ACP)	13	SY	$ 110.00	$ 1,430.00	$ 135.00	$ 1,755.00	$ 156.00	$ 2,028.00

Williamson County Road Bond Program
1805-232 CR 200 at SH 29/Loop 332
HNTB Bid Tabulation
July 31, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Pro Dirt Services		Austin Engineering		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	531-6024	CURB RAMPS (TY 7)	2	EA	$ 1,500.00	$ 3,000.00	$ 2,006.00	$ 4,012.00	$ 1,500.00	$ 3,000.00
41	618-6046	CONDT (PVC) (SCH 80) (2")	145	LF	$ 23.10	$ 3,349.50	$ 28.00	$ 4,060.00	$ 27.00	$ 3,915.00
42	620-6007	ELEC CONDR (NO.8) BARE	1235	LF	$ 1.93	$ 2,383.55	$ 2.35	$ 2,902.25	$ 2.30	$ 2,840.50
43	620-6008	ELEC CONDR (NO.8) INSULATED	1984	LF	$ 1.98	$ 3,928.32	$ 2.45	$ 4,860.80	$ 2.30	$ 4,563.20
44	624-6008	GROUND BOX TY C (162911)W/APRON	3	EA	$ 2,152.00	$ 6,456.00	$ 2,616.00	$ 7,848.00	$ 2,500.00	$ 7,500.00
45	644-6001	INS SM RD SN SUP & AM TY 10BWG(1)SA(P)	19	EA	$ 825.00	$ 15,675.00	$ 572.00	$ 10,868.00	$ 510.00	$ 9,690.00
46	644-6004	INS SM RD SN SUP & AM TY 10BWG(1)SA(T)	7	EA	$ 825.00	$ 5,775.00	$ 824.00	$ 5,768.00	$ 550.00	$ 3,850.00
47	644-6060	INS SM RD SN SUP & AM TY TWT(1)WS(P)	2	EA	$ 300.00	$ 600.00	$ 510.00	$ 1,020.00	$ 480.00	$ 960.00
48	644-6076	REMOVE SM RD SN SUP & AM	14	EA	$ 300.00	$ 4,200.00	$ 88.00	$ 1,232.00	$ 140.00	$ 1,960.00
49	662-6002	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	2699	LF	$ 3.20	$ 8,636.80	$ 1.35	$ 3,643.65	$ 1.00	$ 2,699.00
50	662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	1144	LF	$ 4.50	$ 5,148.00	$ 2.70	$ 3,088.80	$ 1.80	$ 2,059.20
51	662-6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	71	LF	$ 12.20	$ 866.20	$ 8.00	$ 568.00	$ 10.00	$ 710.00
52	662-6017	WK ZN PAV MRK NON-REMOV (W)(ARROW)	7	EA	$ 205.00	$ 1,435.00	$ 268.00	$ 1,876.00	$ 77.00	$ 539.00
53	662-6018	WK ZN PAV MRK NON-REMOV (W)(DBL ARW)	1	EA	$ 210.00	$ 210.00	$ 402.00	$ 402.00	$ 136.00	$ 136.00
54	662-6023	WK ZN PAV MRK NON-REMOV (W)(RR XING)	2	EA	$ 375.00	$ 750.00	$ 770.00	$ 1,540.00	$ 290.00	$ 580.00
55	662-6029	WK ZN PAV MRK NON-REMOV (W)(WORD)	4	EA	$ 200.00	$ 800.00	$ 368.00	$ 1,472.00	$ 86.00	$ 344.00
56	662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	2572	LF	$ 3.20	$ 8,230.40	$ 1.35	$ 3,472.20	$ 1.00	$ 2,572.00
57	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	193	EA	$ 2.20	$ 424.60	$ 2.70	$ 521.10	$ 0.90	$ 173.70
58	662-6110	WK ZN PAV MRK SHT TERM (TAB) TY Y	130	EA	$ 2.20	$ 286.00	$ 2.70	$ 351.00	$ 1.80	$ 234.00
59	666-6006	REFL PAV MRK TY I(W)4"(DOT)(100 MIL)	202	LF	$ 2.20	$ 444.40	$ 1.35	$ 272.70	$ 0.60	$ 121.20
60	666-6036	REFL PAV MRK TY I(Y)8"(SLD)(100 MIL)	1252	LF	$ 1.10	$ 1,377.20	$ 1.35	$ 1,690.20	$ 1.20	$ 1,502.40
61	666-6042	REFL PAV MRK TY I(W)12"(SLD)(100 MIL)	185	LF	$ 8.00	$ 1,480.00	$ 4.00	$ 740.00	$ 3.10	$ 573.50
62	666-6048	REFL PAV MRK TY I(W)24"(SLD)(100 MIL)	357	LF	$ 9.00	$ 3,213.00	$ 8.00	$ 2,856.00	$ 6.20	$ 2,213.40
63	666-6054	REFL PAV MRK TY I(W)(ARROW)(100 MIL)	10	EA	$ 150.00	$ 1,500.00	$ 160.00	$ 1,600.00	$ 125.00	$ 1,250.00
64	666-6078	REFL PAV MRK TY I(W)(WORD)(100 MIL)	10	EA	$ 150.00	$ 1,500.00	$ 194.00	$ 1,940.00	$ 142.00	$ 1,420.00
65	666-6093	REFL PAV MRK TY I(W)(RR XING)(100 MIL)	2	EA	$ 850.00	$ 1,700.00	$ 836.00	$ 1,672.00	$ 327.00	$ 654.00
66	666-6126	REFL PAV MRK TY I(Y)4"(SLD)(100 MIL)	3082	LF	$ 1.10	$ 3,390.20	$ 0.80	$ 2,465.60	$ 0.60	$ 1,849.20
67	666-6167	REFL PAV MRK TY II(W)4"(BRK)	415	LF	$ 0.50	$ 207.50	$ 0.45	$ 186.75	$ 0.55	$ 228.25
68	666-6168	REFL PAV MRK TY II(W)4"(DOT)	202	LF	$ 1.00	$ 202.00	$ 0.45	$ 90.90	$ 0.55	$ 111.10
69	666-6178	REFL PAV MRK TY II(W)8"(SLD)	1125	LF	$ 0.75	$ 843.75	$ 0.68	$ 765.00	$ 1.10	$ 1,237.50
70	666-6180	REFL PAV MRK TY II(W)12"(SLD)	128	LF	$ 1.50	$ 192.00	$ 2.00	$ 256.00	$ 1.30	$ 166.40
71	666-6182	REFL PAV MRK TY II(W)24"(SLD)	332	LF	$ 2.00	$ 664.00	$ 4.00	$ 1,328.00	$ 2.50	$ 830.00
72	666-6184	REFL PAV MRK TY II(W)(ARROW)	6	EA	$ 85.00	$ 510.00	$ 60.00	$ 360.00	$ 74.00	$ 444.00
73	666-6192	REFL PAV MRK TY II(W)(WORD)	6	EA	$ 90.00	$ 540.00	$ 74.00	$ 444.00	$ 85.00	$ 510.00
74	666-6196	REFL PAV MRK TY II(W)(RR XING)	2	EA	$ 150.00	$ 300.00	$ 302.00	$ 604.00	$ 158.00	$ 316.00
75	666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100 MIL)	415	LF	$ 1.10	$ 456.50	$ 1.35	$ 560.25	$ 0.65	$ 269.75
76	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	1646	LF	$ 0.50	$ 823.00	$ 1.35	$ 2,222.10	$ 0.65	$ 1,069.90
77	666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100 MIL)	425	LF	$ 0.50	$ 212.50	$ 1.35	$ 573.75	$ 0.65	$ 276.25
78	666-6323	RE PM W/RET REQ TY II (W) 4" (SLD) (100 MIL)	2437	LF	$ 0.50	$ 1,218.50	$ 0.45	$ 1,096.65	$ 0.40	$ 974.80

Williamson County Road Bond Program
1805-232 CR 200 at SH 29/Loop 332
HNTB Bid Tabulation
July 31, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Pro Dirt Services		Austin Engineering		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	666-6326	RE PM W/RET REQ TY II (Y) 4" (BRK) (100 MIL)	425	LF	$ 0.50	$ 212.50	$ 0.45	$ 191.25	$ 0.40	$ 170.00
80	666-6327	RE PM W/RET REQ TY II (Y) 4" (SLD) (100 MIL)	3082	LF	$ 0.50	$ 1,541.00	$ 0.45	$ 1,386.90	$ 0.40	$ 1,232.80
81	672-6007	REFL PAV MRKR TY I-C	64	EA	$ 9.00	$ 576.00	$ 9.50	$ 608.00	$ 6.00	$ 384.00
82	672-6009	REFL PAV MRKR TY II-A-A	112	EA	$ 5.00	$ 560.00	$ 9.50	$ 1,064.00	$ 6.00	$ 672.00
83	677-6001	ELIM EXT PAV MRK & MRKS (4")	7289	LF	$ 1.75	$ 12,755.75	$ 0.95	$ 6,924.55	$ 0.75	$ 5,466.75
84	677-6003	ELIM EXT PAV MRK & MRKS (8")	586	LF	$ 3.00	$ 1,758.00	$ 1.35	$ 791.10	$ 1.50	$ 879.00
85	677-6007	ELIM EXT PAV MRK & MRKS (24")	152	LF	$ 7.20	$ 1,094.40	$ 4.00	$ 608.00	$ 5.00	$ 760.00
86	677-6008	ELIM EXT PAV MRK & MRKS (ARROWS)	1	EA	$ 300.00	$ 300.00	$ 60.00	$ 60.00	$ 220.00	$ 220.00
87	677-6009	ELIM EXT PAV MRK & MRKS (DBL ARROWS)	1	EA	$ 300.00	$ 300.00	$ 74.00	$ 74.00	$ 400.00	$ 400.00
88	677-6009	ELIM EXT PAV MRK & MRKS (RR X-INGS)	2	EA	$ 300.00	$ 600.00	$ 268.00	$ 536.00	$ 540.00	$ 1,080.00
89	680-6004	REMOVING TRAFFIC SIGNALS	3	EA	$ 2,600.00	$ 7,800.00	$ 802.00	$ 2,406.00	$ 760.00	$ 2,280.00
90	680-6011	INSTALL HWY TRF SIG (UPGRADE)	1	EA	$ 23,000.00	$ 23,000.00	$ 30,770.00	$ 30,770.00	$ 29,000.00	$ 29,000.00
91	682-6001	VEH SIG SEC (12")LED(GRN)	10	EA	$ 300.00	$ 3,000.00	$ 335.00	$ 3,350.00	$ 315.00	$ 3,150.00
92	682-6002	VEH SIG SEC (12")LED(GRN ARW)	6	EA	$ 300.00	$ 1,800.00	$ 268.00	$ 1,608.00	$ 250.00	$ 1,500.00
93	682-6003	VEH SIG SEC (12")LED(YEL)	10	EA	$ 350.00	$ 3,500.00	$ 335.00	$ 3,350.00	$ 315.00	$ 3,150.00
94	682-6004	VEH SIG SEC (12")LED(YEL ARW)	12	EA	$ 350.00	$ 4,200.00	$ 335.00	$ 4,020.00	$ 315.00	$ 3,780.00
95	682-6005	VEH SIG SEC (12")LED(RED)	10	EA	$ 350.00	$ 3,500.00	$ 335.00	$ 3,350.00	$ 315.00	$ 3,150.00
96	682-6006	VEH SIG SEC (12")LED(RED ARW)	6	EA	$ 350.00	$ 2,100.00	$ 335.00	$ 2,010.00	$ 315.00	$ 1,890.00
97	682-6018	PED SIG SEC (LED)(COUNTDOWN)	2	EA	$ 600.00	$ 1,200.00	$ 802.00	$ 1,604.00	$ 760.00	$ 1,520.00
98	682-6023	BACK PLATE (12")(3 SEC)	11	EA	$ 60.00	$ 660.00	$ 54.00	$ 594.00	$ 51.00	$ 561.00
99	682-6024	BACK PLATE (12")(4 SEC)	2	EA	$ 60.00	$ 120.00	$ 68.00	$ 136.00	$ 63.00	$ 126.00
100	682-6025	BACK PLATE (12")(5 SEC)	2	EA	$ 80.00	$ 160.00	$ 94.00	$ 188.00	$ 88.00	$ 176.00
101	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2873	LF	$ 2.00	$ 5,746.00	$ 2.20	$ 6,320.60	$ 2.00	$ 5,746.00
102	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1577	LF	$ 3.00	$ 4,731.00	$ 2.70	$ 4,257.90	$ 2.50	$ 3,942.50
103	686-6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA	$ 1,000.00	$ 1,000.00	$ 12,040.00	$ 12,040.00	$ 11,400.00	$ 11,400.00
104	686-6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	2	EA	$ 25,000.00	$ 50,000.00	$ 29,435.00	$ 58,870.00	$ 27,700.00	$ 55,400.00
105	687-6001	PED POLE ASSEMBLY	2	EA	$ 3,500.00	$ 7,000.00	$ 3,880.00	$ 7,760.00	$ 3,650.00	$ 7,300.00
106	688-6001	PED DETECT PUSH BUTTON (APS)	2	EA	$ 900.00	$ 1,800.00	$ 1,204.00	$ 2,408.00	$ 1,130.00	$ 2,260.00
107	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	$ 2,500.00	$ 10,000.00	$ 12,040.00	$ 48,160.00	$ 12,000.00	$ 48,000.00
108	6025-6001	RADAR PRESENCE DETECTOR	4	EA	$ 6,000.00	$ 24,000.00	$ 8,016.29	$ 32,065.16	$ 7,600.00	$ 30,400.00
109	6025-6002	RADAR PRESENCE DETECTOR COMM CABLE	1433	LF	$ 4.00	$ 5,732.00	$ 5.34	$ 7,652.22	$ 5.00	$ 7,165.00
110	6027-6003	CONDUIT (PREPARE)	491	LF	$ 1.00	$ 491.00	$ 1.35	$ 662.85	$ 1.30	$ 638.30
111	6027-6008	GROUND BOX (PREPARE)	5	EA	$ 210.00	$ 1,050.00	$ 282.00	$ 1,410.00	$ 265.00	$ 1,325.00
112	6057-6001	RADAR ADVANCED DETECTION DEVICE	2	EA	$ 6,000.00	$ 12,000.00	$ 8,016.29	$ 16,032.58	$ 7,560.00	$ 15,120.00
113	6185-6001	TMA (STATIONARY)	4	EA	$ 1,000.00	$ 4,000.00	$ 40,135.00	$ 160,540.00	$ 34,000.00	$ 136,000.00
114	COLH 501-0001	OPEN CUT WITH 6" STEEL ENCASEMENT	116	LF	$ 100.00	$ 11,600.00	$ 84.00	$ 9,744.00	$ 116.00	$ 13,456.00
115	COLH 501-0002	OPEN CUT WITH 12" STEEL ENCASEMENT	105	LF	$ 110.00	$ 11,550.00	$ 116.00	$ 12,180.00	$ 142.00	$ 14,910.00
116	COLH 503/504-0001	MAJOR MANHOLE IMPROVEMENTS, 5' DIAMETER	1	EA	$ 3,300.00	$ 3,300.00	$ 3,200.00	$ 3,200.00	$ 5,800.00	$ 5,800.00
117	COLH 509-0001	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	1716	LF	$ 1.10	$ 1,887.60	$ 4.00	$ 6,864.00	$ 6.20	$ 10,639.20

Williamson County Road Bond Program
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July 31, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Pro Dirt Services		Austin Engineering		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
118	COLH 510-0001	M.J. SSB cl-350 D.I. FITTINGS W/ RESTRAINT GLANDS	800	lbs	$ 7.70	$ 6,160.00	$ 4.00	$ 3,200.00	$ 31.00	$ 24,800.00
119	COLH 510-0002	PIPE, 2" DIA. PVC, (INCLUDING EXCAVATION & BACKFILL)	110	LF	$ 40.00	$ 4,400.00	$ 44.00	$ 4,840.00	$ 73.00	$ 8,030.00
120	COLH 510-0003	PIPE, 3" DIA. SDR-21, (INCLUDING EXCAVATION & BACKFILL)	280	LF	$ 50.00	$ 14,000.00	$ 46.00	$ 12,880.00	$ 84.00	$ 23,520.00
121	COLH 510-0004	PIPE, 8" DIA. C 900 DR-18 (INCLUDING EXCAVATION & BACKFILL)	241	LF	$ 70.00	$ 16,870.00	$ 70.00	$ 16,870.00	$ 134.00	$ 32,294.00
122	COLH 510-0005	REMOVE PORTION OF EXISTING 2" WATER LINE	614	LF	$ 20.00	$ 12,280.00	$ 44.00	$ 27,016.00	$ 21.00	$ 12,894.00
123	COLH 510-0006	REMOVE PORTION OF EXISTING 3" FORCE MAIN	252	LF	$ 20.00	$ 5,040.00	$ 44.00	$ 11,088.00	$ 40.00	$ 10,080.00
124	COLH 510-0007	REMOVE PORTION OF EXISTING 8" WATER LINE	219	LF	$ 28.00	$ 6,132.00	$ 46.00	$ 10,074.00	$ 23.00	$ 5,037.00
125	COLH 510-0008	WET CONNECTION, 2" WATER LINE AT EXISTING 2" WATER LINE	1	EA	$ 1,900.00	$ 1,900.00	$ 600.00	$ 600.00	$ 2,200.00	$ 2,200.00
126	COLH 510-0009	WET CONNECTION, 3" Dia. WW AT EXISTING 3" FORCE MAIN	2	EA	$ 2,500.00	$ 5,000.00	$ 800.00	$ 1,600.00	$ 2,650.00	$ 5,300.00
127	COLH 510-0010	WET CONNECTION, 8" WATER LINE AT EXISTING 8" WATER LINE	2	EA	$ 3,500.00	$ 7,000.00	$ 3,200.00	$ 6,400.00	$ 2,600.00	$ 5,200.00
128	COLH 511-0002	2" GATE VALVE WITH VALVE BOX	2	EA	$ 950.00	$ 1,900.00	$ 600.00	$ 1,200.00	$ 1,200.00	$ 2,400.00
129	COLH 511-0003	5-1/4" FIRE HYDRANT ASSEMBLY	1	EA	$ 6,500.00	$ 6,500.00	$ 4,600.00	$ 4,600.00	$ 5,300.00	$ 5,300.00
130	COLH 511-0005	8" GATE VALVE WITH VALVE BOX	2	EA	$ 2,000.00	$ 4,000.00	$ 1,800.00	$ 3,600.00	$ 1,850.00	$ 3,700.00
131	COLH 730-0001	BYPASS PUMPING FOR 3" WW	1	LS	$ 11,500.00	$ 11,500.00	$ 8,756.00	$ 8,756.00	$ 14,200.00	$ 14,200.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT										
#REF!	999-WC01	FORCE ACCOUNT	40,000	DOL	$1.00	$40,000.00	$1.00	$40,000.00	$1.00	$40,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 2,011,025.59**		**$ 2,033,731.75**		**$ 2,197,796.95**
		ACTUAL BID PROPOSAL				$2,011,025.59		$2,033,731.75		$2,197,796.95
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00
		Bid Bond				Y		Y		Y
		Bid Affidavit				Y		Y		Y
		Conflict of Interest Questionnaire				Y		Y		Y
		Bidder References (Minimum of Three)				Y		Y		Y
		Child Support				N		N		N
		Non Collusion				Y		N		N
		Lobbying Activities				N		N		N

O'BRIEN LLC
Engineering Services
TBPE Firm Reg. No. F-14060

August 09, 2018

Mr. Whit Friend, PE
HNTB Corporation
101 East Old Settlers Blvd., Suite 100
Round Rock, TX 78664

RE: Williamson County Road Bond Project
County Road 200 at SH 29
Recommendation of Construction Contract Award

Dear Mr. Friend:

The above project was bid by Williamson County on July 31, 2018. Five (5) bids were received with one (1) being incomplete. The attached bid tabulation depicts the results and confirms the amounts shown on each bid. The apparent low bidder was Cox Commercial Construction with a bid amount of $1,705,061.70. Based upon our review, we recommend award of the contract to Cox Commercial Construction.

We appreciate the opportunity to be of service to you and Williamson County on this project. We are available to meet at your discretion concerning proposed improvements and next steps. Please feel free to contact us should you have questions or comments.

Sincerely,
O'Brien Engineering Services, LLC

J. Kent O'Brien, PE
COO & Director of Engineering

Attachments

Z:\Clients/Wilco/CR 200/WA 3/Bid Phase/Contractor Bid/Final Deliverable Submittal Letter 08-09-18

512-383-5360
515 Explorer, Austin, TX 78734
info@obrienengineeringservices.com
www.obrienengineeringservices.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-390448

Date Filed:
08/10/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cox Commercial Construction
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Willliamson 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.
1805-232
CR 200 at SH 29

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Okruhlik, Darren	Austin, TX United States	X	
Cox, Bo	Baytown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DARREN OKRUHLIK, and my date of birth is 1/2/78.

My address is 2009 RR 620 N. #180, AUSTIN, TX, 78734, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS on the 10 day of AUG. (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **41.**

Meeting Date: 08/28/2018

Approval of EST Group Purchase

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of PowerEdge servers to support the operations of Williamson County from EST Group in the amount of $61,180.48 pursuant to Buy Board contract #498-15.

Background

This purchase is for the replacement of equipment that runs much of the virtual servers in the county. The department point of contact is Richard Semple. This expenditure will be charged to 01.0100.0503.005740. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2018 11:44 AM
County Judge Exec Asst.	Wendy Coco	08/23/2018 11:48 AM
Form Started By: Melissa Gurka		Started On: 08/22/2018 02:29 PM
Final Approval Date: 08/23/2018		

Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-382-8000
Fax: 817-210-4211

Quote Date: 8/15/2018
Quotation #: EST180809-CH2
Valid Until: 9/14/2018
Prepared By: Chris Henderson

Buy Board 498-15

Bill To:
Williamson County
710 Main St
Georgetown, TX 78626

Quote Summary		
Quote Reference	**Description**	**Total**
1.0	PowerEdge R740 Server	$61,180.48
	Product Subtotal	**$61,180.48**
	Tax	**$0.00**
	Shipping	**$0.00**
	Total Purchase Price	**$61,180.48**

Group 1

ITEM QUANTITY: 2	UNIT PRICE: $30,590.24	TOTAL: $61,180.48
PowerEdge R740 Server		
PowerEdge R740/R740XD Motherboard		
No Trusted Platform Module		
No Hard Drive, No Backplane chassis		
PowerEdge R740 Shipping		
PowerEdge R740 Shipping Material		
Intel Xeon Gold 6148 2.4G, 20C/40T, 10.4GT/s , 27M Cache, Turbo, HT (150W) DDR4-2666		
Intel Xeon Gold 6148 2.4G, 20C/40T, 10.4GT/s , 27M Cache, Turbo, HT (150W) DDR4-2666		
HS Install Kit,GPU Config,No cable		
2666MT/s RDIMMs		
Performance Optimized		
Diskless Configuration (No RAID, No Controller)		
No Controller		
VMware ESXi 6.5 U1 Embedded Image on Flash Media for Diskless		
No Media Required		

iDRAC Group Manager, Enabled
iDRAC,Factory Generated Password
Riser Config 4, 3x8, 4 x16 slots
Broadcom 5720 QP 1Gb Network Daughter Card
GPU Ready Configuration Cable Install Kit
IDSDM and Combo Card Reader
Redundant SD Cards Enabled
32GB microSDHC/SDXC Card
32GB microSDHC/SDXC Card
DVD ROM, SATA, Internal
6 Performance Fans forR740/740XD
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W
PowerEdge 2U Standard Bezel
Dell EMC Luggage Tag
Quick Sync 2 (At-the-box mgmt)
Power Saving Dell Active Power Controller
ReadyRails Sliding Rails Without Cable Management Arm
No Systems Documentation, No OpenManage DVD Kit
US Order
Dell Hardware Limited Warranty Plus On-Site Service
ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 3 Years
ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 3 Years
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell
On-Site Installation Declined
Declined Remote Consulting Service
32GB RDIMM 2666MT/s Dual Rank QTY-24
No Hard Drive
iDRAC9,Enterprise
OME Server Configuration Management
Broadcom 57412 Dual Port 10Gb, SFP+, PCIe Adapter, Full Height QTY-3
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America QTY-2

EST Group offers Leasing through Dell Financial Services, please let us know if you would like to include this as an option to this quotation.
EST Group shall invoice upon order with all software and hardware purchases due upon receipt of goods. Services due upon completion.
Net terms are 30 days. All past due payments will incur a 2% per month late fee.

Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires

Commissioners Court - Regular Session **42.**

Meeting Date: 08/28/2018

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	08/23/2018 10:45 AM
Form Started By: Charlie Crossfield		Started On: 08/23/2018 10:39 AM
Final Approval Date: 08/23/2018		

Commissioners Court - Regular Session **43.**

Meeting Date: 08/28/2018

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	08/23/2018 10:45 AM
Form Started By: Charlie Crossfield		Started On: 08/23/2018 10:37 AM
Final Approval Date: 08/23/2018		