NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 18TH, 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 – 32)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.004604	Pymts to TIF/TIRZ	$1,185.00
To	0200.0210.004711	Tax Appraisal District	$1,185.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >$5,000	$10,000
From	0100-0540-005000	Capital Outlay > $5,000	$5,000
From	0100-0540-003311	Uniforms	$5,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$20,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	7,500
To	0100.0509.003301	Gasoline	2,500
To	0100.0509.004541	Vehicle Maintenance	5,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003107	Medical Equipment < $5,000	$6,700
To	0100-0540-003200	Medical Supplies	$6,700

9. Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0542.004543	Repairs to Equipment	2,000.00
To:	0100.0542.004541	Vehicle Repairs & Maintenance	2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$10,000.00
To	0100.0570.003316	Medical / Hospital	$10,000.00

11. Discuss, Consider, and take appropriate action concerning Line Item Transfers for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003318	Janitorial Supplies	$200.00
From	0882.0882.004541	Vehicle Maint & Repair	$1,250.00
To	0882.0882.003001	Small Equipment & Tools	$1,450.00
From	0882.0882.003005	Office Furniture < $5,000.00	$2,000.00
From	0882.0882.003303	Oil, Grease	$8,000.00
To	0882.0882.003525	Tire, Tubes	$10,000.00
From	0882.0882.003010	Computer Equipment < $5,000.00	$3,700.53
From	0882.0882.003318	Janitorial Supplies	$1,000.00
From	0882.0882.003522	Batteries	$2,000.00

From	0882.0882.003524	Sublets	$15,000.00
From	0882.0882.004500	Maintenance Contracts	$3,000.00
From	0882.0882.004505	Software Maintenance	$2,076.47
From	0882.0882.005003	Equipment > $5,000.00	$1,261.16
To	0882.0882.003523	Parts	$28,038.16

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$31,681.25
To	0100.0475.003010	Computer Equipment	$18,670.92
To	0100.0475.003006	Office Equipment	$11,193.83
To	0100.0475.003005	Office Furniture	$1,816.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	6000.00
To	0100.0576.004541	Vehicle Maintenance	6000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	35,808.50
To	0100.0409.002070	Group Insurance for Retirees	35,808.50

15. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003005	Office Furniture	79,367.60
To	0100.0453.004190	Autopsies, Med Inquests	79,367.60

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

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100-0587-002010	FICA	$76.50
To	0100-0587-002020	Retirement	$139.40

FROM	0100.0587.004543	Repairs to Equipment	$1,215.90
TO	0100.0587.001110	Overtime	$1,000.00

17. Discuss, consider and take appropriate action on a line item transfer for the County Engineer's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-004541	Vehicle Repairs & Maint	$180,000.00
From	0200-0210-003599	Road Const./Maint.	$180,000.00

18. Discuss, consider and take appropriate action on authroizing the disposal of various county assets through Auction including six (6) Laptops and thirty seven (37) Desktops, pursuant to Tx. Local Gov't Code 263.152.

19. Discuss, consider and take appropriate action on accepting a check donation in the amount of $100.00 to the Williamson County Sheriff's Office Victims Assistance Services from Charles Dickerson pursuant to Tex. Loc. Gov't Code 81.032.

20. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

21. Discuss, consider, and take appropriate action on the reappointments of Amanda Bradley, Amy Washington, Sherry Rhoden, Susan Komandosky, and Dianne Howell to the Williamson County Child Welfare Board for the next three year term, October 2018 through September 2021.

22. Discuss, consider and take appropriate action on approving property tax collections for the month of August 2018 for the Williamson County Tax Assessor/Collector.

23. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of August 2018 for the Williamson County Tax Assessor/Collector.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Doucet & Associates, Inc. and Williamson County dated February 27, 2018 for Smith Branch Flood Control and Drainage Engineering Services - Williamson County Juvenile Justice Center for Williamson County Road and Bridge.

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 under Williamson County Contract between Raba Kistner Inc and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

26. Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 6 in the amount of $20,624.00 to approve funding for additional electrical, A/C, masonry and concrete scopes of work, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner’s Contingencies.

27. Discuss, consider, and take appropriate action on approval of the final plat for the Hilltop Vista subdivision - Precinct 3.

28. Discuss, consider, and take appropriate action on approval of the final plat for the Lennice John subdivision - Precinct 4.

29. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Brin Creek subdivision - Precinct 4.

30. Discuss, consider, and take appropriate action on approval of the final plat for the PEC Liberty Hill Substation subdivision - Precinct 2.

31. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1, Section 11 subdivision - Precinct 3.

32. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 6 subdivision - Precinct 2.

REGULAR AGENDA

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

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

35. Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for CR 279 (Bagdad Road) at River Ranch Park Road, a Road Bond Project in Commissioner Pct. 2.
Project: P438 Funding Source: Road Bond

36. Discuss, consider, and take appropriate action regarding Change Order #3 with Chasco Constructors in the amount of $183,780.89 for Inner Loop Improvements, a Road Bond Project in Commissioner Pct. 3.
Project: P226 Funding: Road Bond

37. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $100,000 from 2013 Road Non-Departmental (P290) to Reagan Blvd at Rita Ranch (P328) of $50,000 and San Gabriel Ranch Road (P439) of $50,000.

38. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $1,000,000 from 2013 Road Non-Departmental (P290) to O'Connor Drive North of RM 620 Traffic Study (P281).

39. Discuss, consider and take appropriate action on First Amendment under Williamson County Contract for Technical Research between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design for Williamson County Road and Bridge.

40. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 under Williamson County Contract between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design for Williamson County Road and Bridge.

41. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to Williamson County Contract for Engineering Services between Williamson County and Kleinfelder, Inc. relating to additional Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project.

42. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Kleinfelder Inc and Williamson County dated January 10, 2018 for Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project.

43. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to Williamson County Contract for Engineering Services between Williamson County and Talex, Inc. for additional engineering services in connection with the Williamson County Jail Facility Project.

44. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 3 to Agreement for A/E Services for the Williamson County Sheriff's Office Training Center Project between Williamson County and Brinkley Sargent Wiginton Architects and authorizing execution of the agreement.

45. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $150,000.00 to expire September 30, 2019 under Williamson County Contract for Engineering Services between Talex Inc and Williamson County dated February 26, 2015 for Williamson County Jail Facility Plumbing and HVAC Design, Bid Assistance and Construction Administration Services.

46. Discuss, consider and take appropriate action authorizing the County Judge to execute an amendment to a License Agreement with Williamson County MUD No. 23.

47. Discuss, consider and take appropriate action on a Bill of Sale with Cierra Vista Liberty Hill Homeowners Association regarding CR 200.

48. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move $2,504,508.66 to the Expo Horse Barn (P474) from Blackland Heritage Phase I (P316) of $353,028.02 and Hike & Bike Trail Pct 4 (P464) of $2,151,480.64. Also, move $1,140,662 from 2013 Park Non-Departmental (P500) to River Ranch County Park (P315).

49. Discuss, consider, and take appropriate action on Concessions and Letter Agreements between Williamson County, Carden International Circus and Williamson County Expo's Concessionaire, Kenneth Hannon, for a single event conducted by Carden International Circus at Williamson County Expo Center.

50. Discuss, consider and take appropriate action on authorizing the County Judge to sign the Statement of Responsiblity Application regarding the Group, Voluntary & Worksite Benefits through Metlife.

51. Discuss, consider and take appropriate action authorizing the County Judge to execute the MetLife Application For Group Insurance effective 1/1/2019.

52. Discuss, consider and take appropriate action on authorizing the County Judge to execute the Hyatt Legal Plans Agreement through MetLaw Texas effective January 1, 2019 through December 31, 2021.

53. Discuss, consider and take appropriate action on authorizing the County Judge to execute the InfoArmor Service agreement effective January 1,2019 - December 31, 2021.

54. Discuss, consider, and take appropriate action on the Technology Asset and Procurement Policy as proposed by the County Judge, Purchasing, Technology Services, Budget Office, and County Auditors.

55. Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2019 with the Capital Area Emergency Communications District.

56. Discuss, consider and take appropriate action on approving the settlement and release of claims between Williamson County and Sandy Martin relating to the settlement of damages to Sandy Martin's vehicle alleged to have been caused by Wiliamson County elections equipment.

57. Discuss, consider and take appropriate action on approving Fiscal Year 2019 Motorola Maintenance Services Contracts USC000004258; USC000026317; USC000002959; USC000020867 as per HGAC contract #RA05-18.

58. Discuss, consider and take appropriate action on approving the Memorandum of Understanding between the City of Leander and Williamson County for a temporary gate solution.

59. Discuss, consider, and take appropriate action on the FY18.19 Budget Order.

60. Discuss, consider, and take appropriate action on approving the service contract between MTech Comfort Systems USA and Williamson County for HVA replacement at the Juvenile Justice Center in the not-to-exceed amount of $34,760.00 pursuant to TIPS contract # 180205, and authorizing the execution of the agreement.

61. Discuss, consider and take appropriate action on approving the agreement between Anchor-Ventana Glass and Williamson County Juvenile for glass installation in the amount of $10,800.00, and authorizing the execution of the agreement.

62. Discuss, consider, and take appropriate action on authorizing the extension of #1506-006 for Landscape Services of Williamson County Parks, for the same pricing, terms and conditions as the existing contract for the term of October 1, 2018 - September 30, 2019 with Heart of Texas Landscape and Irrigation.

63. Discuss, consider and take appropriate action on authorizing the extension of #1606-098, Blackland Farm Lease, for the same terms and conditions as the existing contract, with the exception of annual price change to $21,371.54, for the term of October 1, 2018 - September 30, 2019, with Ross Emory Stromberg, Jr.

64. Discuss, consider and take appropriate action on awarding RFP #1806-243 ATM Placement for Williamson County Facilities to the overall best respondent, Preferred ATM Services, LLC. and authorizing execution of the Automated Teller Machine Location Agreement.

65. Discuss, consider, and take appropriate action on ratifying purchase for 300 Series Wideback Dental Chair and equipment, in the amount of $26,797.23,from Benco Dental, Co. and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption TLCG 262.024 (3).

66. Discuss, consider and take appropriate action on awarding IFB #1807-250 Landfill Farm Lease Hutto - 135 Acre Tract to the overall best bidder, Jerry Roznovak and Nadine Johnson and authorizing execution of the Farm Lease Agreement.

67. Discuss, consider and take appropriate action on awarding IFB #1807-249 Landfill Farm Lease Hutto - 100 Acre Tract to the overall best bidder, Fischer Farming and authorizing execution of the Farm Lease Agreement.

68. Discuss, consider, and take appropriate action on ratifying purchase of Zoll Defibrillator, R Series ALS and equipment in the amount of $23,092.38 from McKesson Medical Surgical, Inc. and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(3).

69. Discuss, consider, and take appropriate action on authorizing the extension of contract 15RFP125 with Symetra Life Insurance Company for the Group Insurance Health Related Services for Life, AD&D, and Disabilitiy, for the same pricing, terms and conditions as the existing contract for the term of 01/01/19 - 12/31/19.

70. Discuss, consider, and take appropriate action on amending the current agreement between Pictometry International Group and Williamson County that gives ownership of the ortho aerial images, at no additional cost, which allows for non-licensed distribution to outside agencies, and authorizing the execution of the agreement.

71. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Pond Springs Road Drainage Study, under RFQ #1809-258.

72. Discuss, consider, and take appropriate action on approving annual request to exempt from competitive bidding/proposal requirements pursuant to Tex.Loc. Gov't Code $262024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY17/18 based on criteria and definitions provided by the Williamson County Purchasing Agent.

73. Discuss, consider, and take appropriate action on awarding IFB # 1807-252 San Gabriel Ranch Road Bridge to the lowest responsive bidder, A Greater Austin Development in the amount of $1,425,301.90.

74. Discuss, consider and take appropriate action on designating the General Counsel's Office to serve as legal counsel to the Williamson County Benefits Committee.

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)."

75. 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

h) Project Luna

76. 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 acquisition 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.
u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
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.

77. 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
v) Potential opioid litigation

78. 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).

79. 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)

80. Discuss and take appropriate action concerning economic development.

81. Discuss and take appropriate action concerning real estate.

82. 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.
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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
v) Potential opioid litigation

83. 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.

84. 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: 09/18/2018

LIT for Road and Bridge 9/18

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Budget is based on preliminary data from Tax Appraisal District. Additional monies are needed to pay for the 4th quarter payment due to the WCAD.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.004604	Pymts to TIF/TIRZ	$1,185.00
To	0200.0210.004711	Tax Appraisal District	$1,185.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/10/2018 09:40 AM
Budget Office	Ashlie Koenig	09/13/2018 10:29 AM
Form Started By: Melanie Denny		Started On: 09/07/2018 02:16 PM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/18/2018

Vehicle Repair LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >$5,000	$10,000
From	0100-0540-005000	Capital Outlay > $5,000	$5,000
From	0100-0540-003311	Uniforms	$5,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$20,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/10/2018 11:51 AM
Budget Office	Ashlie Koenig	09/13/2018 10:29 AM
Form Started By: Michael Knipstein		Started On: 09/10/2018 11:25 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/18/2018

Line Item Transfer

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	7,500
To	0100.0509.003301	Gasoline	2,500
To	0100.0509.004541	Vehicle Maintenance	5,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:40 AM
Budget Office	Ashlie Koenig	09/13/2018 11:47 AM
Form Started By: Gina Wrehsnig		Started On: 09/12/2018 11:45 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/18/2018

LIT for EMS Medical Supplies

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003107	Medical Equipment < $5,000	$6,700
To	0100-0540-003200	Medical Supplies	$6,700

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:40 AM
Budget Office	Ashlie Koenig	09/13/2018 11:47 AM
Form Started By: Michael Knipstein		Started On: 09/12/2018 01:52 PM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/18/2018

Line item transfer for the Fire Marshal Special Operations Department

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

Department: Hazardous Materials

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations department.

Background

The department is requesting a line item transfer to cover unforseen maintenance and repairs to one of the Fire Marshal vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0542.004543	Repairs to Equipment	2,000.00
To:	0100.0542.004541	Vehicle Repairs & Maintenance	2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:40 AM
Budget Office	Ashlie Koenig	09/13/2018 11:48 AM
Form Started By: Kelly Luna		Started On: 09/12/2018 01:52 PM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/18/2018

Line Item Transfer for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover short fall in Medical / Hospital account for Inmate Medical coverage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$10,000.00
To	0100.0570.003316	Medical / Hospital	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:45 AM
Budget Office	Ashlie Koenig	09/13/2018 11:48 AM
Form Started By: Abigail Dass		Started On: 09/13/2018 09:58 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/18/2018

09-18-2018 LIT

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

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Unforeseen expenses have depleted several line items earlier than anticipated for the current fiscal year. These funds are requested for continuity of Fleet operations for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003318	Janitorial Supplies	$200.00
From	0882.0882.004541	Vehicle Maint & Repair	$1,250.00
To	0882.0882.003001	Small Equipment & Tools	$1,450.00
From	0882.0882.003005	Office Furniture < $5,000.00	$2,000.00
From	0882.0882.003303	Oil, Grease	$8,000.00
To	0882.0882.003525	Tire, Tubes	$10,000.00
From	0882.0882.003010	Computer Equipment < $5,000.00	$3,700.53
From	0882.0882.003318	Janitorial Supplies	$1,000.00
From	0882.0882.003522	Batteries	$2,000.00
From	0882.0882.003524	Sublets	$15,000.00
From	0882.0882.004500	Maintenance Contracts	$3,000.00
From	0882.0882.004505	Software Maintenance	$2,076.47
From	0882.0882.005003	Equipment > $5,000.00	$1,261.16
To	0882.0882.003523	Parts	$28,038.16

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:13 AM
Budget Office	Ashlie Koenig	09/13/2018 11:49 AM
Form Started By: Edward Pospisil		Started On: 09/13/2018 10:30 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/18/2018

Line Item Transfer

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This request is being made to transfer Co Atty Legislative funds to pay for monitors and other technology related expenses for the County Attorney's office. Funds will also be used to replace furniture in the County Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$31,681.25
To	0100.0475.003010	Computer Equipment	$18,670.92
To	0100.0475.003006	Office Equipment	$11,193.83
To	0100.0475.003005	Office Furniture	$1,816.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:49 AM
Budget Office	Ashlie Koenig	09/13/2018 11:49 AM
Form Started By: Stephanie Lloyd		Started On: 09/13/2018 10:37 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/18/2018

Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer to cover current YTD expeditures and anticipated expenditures for the remainder of FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	6000.00
To	0100.0576.004541	Vehicle Maintenance	6000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:13 AM
Budget Office	Ashlie Koenig	09/13/2018 11:50 AM
Form Started By: John Pelczar		Started On: 09/13/2018 10:48 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/18/2018

LIT

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

Retiree count has surpassed intial projections from last year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	35,808.50
To	0100.0409.002070	Group Insurance for Retirees	35,808.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/13/2018 11:47 AM
Budget Office	Ashlie Koenig	09/13/2018 11:51 AM
Form Started By: Rebecca Clemons		Started On: 09/13/2018 11:44 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/18/2018

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 Justice of the Peace, Precinct 3.

Background

Moving funds to cover outstanding costs associated with autopsies payable to Central Texas Autopsy and Travis County Medial Examiner's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003005	Office Furniture	79,367.60
To	0100.0453.004190	Autopsies, Med Inquests	79,367.60

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:49 AM
Budget Office (Originator)	Ashlie Koenig	09/13/2018 11:51 AM
Form Started By: Sarah Crain		Started On: 09/13/2018 11:44 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/18/2018

Wireless Communications LIT

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover shortfall in overtime, line item over by $702.07

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100-0587-002010	FICA	$76.50
To	0100-0587-002020	Retirement	$139.40
FROM	0100.0587.004543	Repairs to Equipment	$1,215.90
TO	0100.0587.001110	Overtime	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:40 AM
Budget Office	Ashlie Koenig	09/13/2018 11:47 AM
Form Started By: Catherine Roberts		Started On: 09/12/2018 10:42 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/18/2018

Discuss consider and take appropriate action on a line item transfer for the County Engineers Office

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue maintenance on the Road and Bridge Fleet and Equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-004541	Vehicle Repairs & Maint	$180,000.00
From	0200-0210-003599	Road Const./Maint.	$180,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:52 AM
Budget Office	Ashlie Koenig	09/14/2018 08:44 AM
Form Started By: Daribel Texidor		Started On: 09/13/2018 11:36 AM
Final Approval Date: 09/14/2018		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/18/2018

Asset Auction 9/18/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authroizing the disposal of various county assets through Auction including six (6) Laptops and thirty seven (37) Desktops, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for detail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/13/2018 09:52 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 09:54 AM
Form Started By: Jayme Jasso		Started On: 09/13/2018 09:16 AM
Final Approval Date: 09/13/2018		

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	laminator		270729	BC 03635	Working
2	Battery back up				Working
1	Box of asst. cords				Working
3	Red dot phones				Working
4	TV remotes				Working
1	Lexmark T650 printer cartridge(new)				Working
51	small flashlights				Working
3	computer stands				Working
1	laptop stand w/monitor				Working
1	U-line Bag sealer H 293			BC 08279	Working
1	"Powerseal" Bag sealer TC1012C				Working
1	HP Photosmart 6510 printer		CN1B1410QC	BC 03140	Working
1	Dell printer 5330DN		7FODQM1		Working
1	HP Photosmart 6510 printer		CN1B3411CP	BC 03142	Working
1	HP Color Laser Jet CP2025		CNGS340170		Working
1	Canon Copier PC170		KTE65732	BC 03344	Working
1	Dell DLP front projector W/case	52533	8R96NG1		Working
25	Dell computer mice				Working
21	Dell computer monitors				Working
27	Dell computer keyboards				Working
1	Dell Laptop computer	54442	DRYD1M1	CO 2781	Working
1	Dell Laptop computer	54443	H3N81M1	CO 2780	Working
1	Dell Laptop computer	45277	4FTJZD1	CO1724	Working
1	Dell Optiplex 7010	77208	DG3MCZ1	5518	Working
1	Dell Optiplex 7010	65496	F4VTSW1	5519	Working
1	Dell Optiplex 7010	77213	DG4PCZ1	4621	Working

RECEIVED
SEP 10 2018
AUDITORS OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Dell Optiplex 7010	65503	F4XVSW1	2772	Working
1	Dell Optiplex 7010	65499	F4WTSW1	4622	Working
1	Dell Optiplex 7010	77220	DG4MCZ1	5516	Working
1	Dell Optiplex 7010	77223	DG3NCZ1		Working
1	Dell Optiplex 7010	77216	DG3PCZ1	4642	Working
1	Dell Optiplex 7010 AS 9DY3MØ2	82233	9DY3MO2		Working
1	Dell Optiplex 7010	65504	F4YSSW1	3439	Working
1	Dell Optiplex 7010	65510	F4ZTSW1	3438	Working
1	Dell Optiplex 7010	65509	F4TTSW1	3440	Working
1	Dell Optiplex 7010	65505	F4YTSW1	3437	Working
1	Dell Optiplex 7010	65507	F4ZSSW1	3435	Working
1	Dell Optiplex 7010	92234	2N5LZ12		Working
1	Dell Optiplex 7010	77210	DG5PCZ1		Working
1	Dell Optiplex 7010 AS CØNYKS1	58071	CONYKS1	3185	Working
1	Dell Optiplex 7010	65511	F4VSSW1	2760	Working
1	Dell Optiplex 7010	77217	DG5MCZ1		Working
1	Dell Optiplex 7010	77209	DG4NCZ1		Working
1	Dell Optiplex 7010	77214	DG6NCZ1		Working
1	Dell Optiplex 7010	77222	DG7LCZ1		Working
1	Dell Optiplex 7010	77219	DG8LCZ1		Working
1	Dell Optiplex 7010	65506	F4YVSW1	3431	Working
1	Dell Optiplex 7010 AS CØPØLS1	58073	COPOLS1	3191	Working
1	Dell Optiplex 7010	65501	F4XSSW1	3433	Working
1	Dell Optiplex 7010	77218	DG6PCZ1		Working
1	Dell Optiplex 7010	77221	DG5NCZ1		Working
1	Dell Optiplex 7010	65502	F4XTSW1	3443	Working

RECEIVED
SEP 10 2018
AUDITORS OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Dell Optiplex 760	53256	8NFSHK1	4616	Working
~~1~~	~~HP LaserJet 2420dn~~	—	CNHC71H30N	100484	WORKING

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 7010 65885	HWQPGX1	1332	Working
1	DELL OPTIPLEX 7010 65878	HWPPGX1	2220	Working
1	DELL OPTIPLEX 7010 65874	HWQ2HX1	1329	Working
1	DELL LATITUDE E6540 83253	6K0MD12		Working
1	DELL LATITUDE E5540 8821D	2Y4XH12	2202	Working

Parties involved:

FROM (Transferor Department): WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS (0581)

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty
Print Name

Signature 8/22/18 Date
CRQuapes 8/22/18

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
SEP - 7 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 7010 65870	HWNXGX1	1328	Working
1	DELL OPTIPLEX 7010 65869	HWPZGX1	1327	Working
1	DELL OPTIPLEX 7010 65882	HWNYGX1	2218	Working
1	DELL PRECISION T1700 135313	4X96V52	1330	Working

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty/ Carolyn Draper
Print Name

Signature C.R. Draper 8/23/18 Date

Contact Person:

Trey Hewtty /Carolyn Draper
Print Name

+1 (512) 864-8234
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
SEP - 7 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 740 49168	3K5C1J1	2508	Working

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Trey Hewtty
Print Name

Signature

08/02/2018
Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
SEP - 7 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **19.**

Meeting Date: 09/18/2018

Check Donation for Victims Assistance services for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a check donation in the amount of $100.00 to the Williamson County Sheriff's Office Victims Assistance Services from Charles Dickerson pursuant to Tex. Loc. Gov't Code 81.032.

Background

Charles Dickerson and family has donated $100.00 to the Victims Assistance Division of the Williamson County Sheriff' Office for Victims Assistance Services.

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	09/13/2018 08:35 AM
Form Started By: Starla Hall		Started On: 09/12/2018 09:54 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **20.**

Meeting Date: 09/18/2018

Justice of the Peace 4 AUGUST 2018 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM AUG 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/10/2018 03:49 PM
Form Started By: Veronica Bolander		Started On: 09/10/2018 02:36 PM
Final Approval Date: 09/10/2018		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August 2018.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

On this 10th day of September 2018, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2018-08/31/2018

Date Printed: 9/10/2018
Time Printed: 10:10:43AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	15.00	15.00	0.00	5.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	5	97.06	97.06	0.00	0.00	0.00	0.00	97.06	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	78	1,875.00	1,875.00	100.00	1,425.00	0.00	0.00	350.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	189	1,116.00	1,116.00	30.00	990.00	0.00	0.00	96.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	105	7,140.00	7,140.00	280.00	5,740.00	0.00	0.00	1,120.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	3	75.00	75.00	0.00	50.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	23	95.00	95.00	0.00	60.00	0.00	0.00	35.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 1	CONSTABLE PRECINCT 1 -WI	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341901
WSERVE 4	CONSTABLE PRECINCT 4 - W	22	3,000.00	3,000.00	0.00	1,950.00	0.00	0.00	1,050.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	5	24.25	24.25	0.00	10.00	0.00	0.00	14.25	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	5	136.35	136.35	0.00	0.00	0.00	0.00	136.35	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	106	2,650.00	2,650.00	0.00	2,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	189	1,860.00	1,860.00	50.00	1,650.00	0.00	0.00	160.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSOI	189	930.00	930.00	25.00	825.00	0.00	0.00	80.00	0.00	0.00	0.00	01-0399-0000-20835
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSI	2	50.00	50.00	25.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	4	70.00	70.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	14	370.00	370.00	170.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	5	50.34	50.34	0.00	0.00	0.00	0.00	50.34	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	3	15.00	15.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	953	19,596.00	19,596.00	750.00	15,397.00	0.00	0.00	3,449.00	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$750.00				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$15,397.00				**Jail Credit**	$0.00	
Money Orders	$0.00						**Over Payments** $0.00
Credit Cards :	$3,449.00	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$19,596.00	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2018-08/31/2018

Date Printed: 9/10/2018
Time Printed: 10:10:43AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,692.00	667.66	0.00	0.00	0.00	2,359.66
0100-0000-341901		0.00	0.00	0.00	0.00	0.00	0.00
0100-0000-341904		7,970.00	2,170.00	0.00	0.00	0.00	10,140.00
0100-0000-351304		170.00	200.00	0.00	0.00	0.00	370.00
0100.0000.341804		2,675.00	25.00	0.00	0.00	0.00	2,700.00
0399-0000-208822		1,020.00	96.00	0.00	0.00	0.00	1,116.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,700.00	160.00	0.00	0.00	0.00	1,860.00
01-0369-0000-341917	TRUANT CONDUCT FEE	70.00	0.00	0.00	0.00	0.00	70.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	0.00	50.34	0.00	0.00	0.00	50.34
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	850.00	80.00	0.00	0.00	0.00	930.00
TOTALS :		16,147.00	3,449.00	0.00	0.00	0.00	19,596.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2018-08/31/2018

Date Printed: 9/10/2018
Time Printed: 9:49:33AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	96	344.39	339.39	106.24	5.00	38.80	0.00	189.35	5.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	184	641.96	636.36	100.61	0.00	86.50	0.00	449.25	5.60	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	1	1.90	1.90	0.00	0.00	0.00	0.00	1.90	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	6	26.76	26.76	20.76	0.00	2.60	0.00	3.40	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	1	0.45	0.45	0.00	0.00	0.00	0.00	0.45	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	14	140.00	140.00	50.00	0.00	10.00	0.00	80.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	31	879.57	879.57	69.03	0.00	77.55	0.00	732.99	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	42	395.90	395.90	50.39	9.90	178.20	0.00	157.41	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	531	38,858.65	37,045.65	8,403.40	0.00	2,512.20	0.00	26,130.05	1,388.00	0.00	425.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	1	0.06	0.06	0.00	0.00	0.00	0.00	0.06	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	6	471.00	471.00	0.00	0.00	52.00	0.00	419.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	193	396.38	393.98	59.12	3.00	67.60	0.00	264.26	2.40	0.00	0.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	8	28.55	28.55	13.65	0.00	0.00	0.00	14.90	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	2	2.85	2.85	0.00	0.00	0.00	0.00	2.85	0.00	0.00	0.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	1	1.13	1.13	1.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	250.00	250.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	1	9.06	9.06	0.00	0.00	0.00	0.00	9.06	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	8	81.57	81.57	0.00	0.00	0.00	0.00	81.57	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	44	618.86	618.86	80.50	0.00	34.02	0.00	504.34	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	324	8,512.34	8,427.54	1,827.58	40.00	1,037.05	0.00	5,522.91	84.80	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	324	638.51	632.15	137.02	3.00	77.93	0.00	414.20	6.36	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	321	211.81	210.01	45.69	1.00	25.98	0.00	137.34	1.80	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.02	0.02	0.00	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	30	75.40	60.80	1.74	0.00	8.01	0.00	51.05	14.60	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	7	163.32	97.32	11.60	0.00	50.00	0.00	35.72	66.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	1	0.15	0.15	0.00	0.00	0.00	0.00	0.15	0.00	0.00	0.00	0399-0000-208170
FWF	FLORENCE POLICE DEPA	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
GWF	GRANGER POLICE DEPAI	1	19.51	19.51	0.00	0.00	0.00	0.00	19.51	0.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	5	11.45	11.45	0.00	0.00	0.70	0.00	10.75	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	7	170.80	115.20	15.55	0.00	0.00	0.00	99.65	55.60	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	321	423.57	419.97	91.34	2.00	51.95	0.00	274.68	3.60	0.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	1	0.02	0.02	0.00	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	311	1,047.57	1,038.57	224.44	5.00	129.19	0.00	679.94	9.00	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	324	851.30	842.82	182.70	4.00	103.89	0.00	552.23	8.48	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	323	851.18	842.70	182.70	4.00	103.89	0.00	552.11	8.48	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	323	1,274.77	1,262.69	274.06	6.00	155.84	0.00	826.79	12.08	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	2	2.00	2.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	189	13.86	13.86	2.60	0.10	2.26	0.00	8.90	0.00	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	5	300.00	300.00	0.00	0.00	100.00	0.00	200.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	30	75.40	60.80	1.74	0.00	8.01	0.00	51.05	14.60	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	4	550.00	550.00	250.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	192	3,933.65	3,909.65	591.24	30.00	675.97	0.00	2,612.44	24.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	27	101.10	101.10	20.00	0.00	0.00	0.00	81.10	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	36	79.13	79.13	46.56	0.00	1.35	0.00	31.22	0.00	0.00	0.00	0100-0000-341914
THWF	THRALL POLICE DEPART	2	50.00	10.00	0.00	0.00	0.00	0.00	10.00	40.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	134	1,822.04	1,794.04	295.54	0.00	177.37	0.00	1,321.13	28.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	295	412.82	409.22	89.77	2.00	50.66	0.00	266.79	3.60	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	3	67.28	67.28	0.00	0.00	1.67	0.00	65.61	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	10	224.51	224.51	0.00	0.00	35.31	0.00	189.20	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	4725	64,657.55	62,875.55	13,246.70	365.00	5,858.50	0.00	43,405.35	$1,782.00	0.00	425.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$13,246.70			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$365.00			**Jail Credit**	$1,782.00	**Over Payments** $0.00
Money Orders	$5,858.50					
Credit Cards :	$43,405.35	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$425.00

TOTAL CURRENCY	$62,875.55	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$2,207.00	**TOTAL PAID**	$0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2018-08/31/2018

Date Printed: 9/10/2018
Time Printed: 9:49:33AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		250.00	0.00	0.00	0.00	0.00	250.00
0100-0000-209600		52.00	419.00	0.00	0.00	0.00	471.00
0100-0000-341804		951.76	1,390.61	198.20	0.00	0.00	2,540.57
0100-0000-341911		0.00	9.06	0.00	0.00	0.00	9.06
0100-0000-341913		0.00	81.57	0.00	0.00	0.00	81.57
0100-0000-341914		196.08	631.56	0.00	0.00	0.00	827.64
0100-0000-351304		10,915.60	26,130.05	1,813.00	0.00	0.00	38,858.65
0100-0000-370500		2.00	0.00	0.00	0.00	0.00	2.00
0360-0000-341150		217.95	414.20	6.36	0.00	0.00	638.51
0361-0000-341154		72.67	137.34	1.80	0.00	0.00	211.81
0372-0000-341144		290.59	552.23	8.48	0.00	0.00	851.30
0399-0000-208160		2,904.63	5,522.91	84.80	0.00	0.00	8,512.34
0399-0000-208170		0.00	0.15	0.00	0.00	0.00	0.15
0399-0000-208180		0.00	0.02	0.00	0.00	0.00	0.02
0399-0000-208235		290.59	552.11	8.48	0.00	0.00	851.18
0399-0000-208300		0.00	0.45	0.00	0.00	0.00	0.45
0399-0000-208352		435.90	826.79	12.08	0.00	0.00	1,274.77
0399-0000-208400		187.11	451.15	5.60	0.00	0.00	643.86
0399-0000-208425		1,297.21	2,612.44	24.00	0.00	0.00	3,933.65
0399-0000-208500		0.00	0.06	0.00	0.00	0.00	0.06
0399-0000-208730		0.00	0.02	0.00	0.00	0.00	0.02
0399-0000-208850		100.00	200.00	0.00	0.00	0.00	300.00
0399-0000-208860		472.91	1,321.13	28.00	0.00	0.00	1,822.04
0399.0000.208703		145.29	274.68	3.60	0.00	0.00	423.57
0399-0000-208415		4.96	8.90	0.00	0.00	0.00	13.86
0100-0000-207027		35.31	189.20	0.00	0.00	0.00	224.51
01.0100.0000.207017	DLQ FEE	146.58	732.99	0.00	0.00	0.00	879.57
0103690000370000	JUVENILE CASE MANAGER FUND	358.63	679.94	9.00	0.00	0.00	1,047.57
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	142.43	266.79	3.60	0.00	0.00	412.82
TOTALS :		19,470.20	43,405.35	2,207.00	0.00	0.00	65,082.55

Detailed report has been sent to Auditor's Office.

CRIMINAL

Commissioners Court - Regular Session **21.**

Meeting Date: 09/18/2018

reappointments

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the reappointments of Amanda Bradley, Amy Washington, Sherry Rhoden, Susan Komandosky, and Dianne Howell to the Williamson County Child Welfare Board for the next three year term, October 2018 through September 2021.

Background

Please see attached letter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCWB

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/11/2018 01:23 PM
Form Started By: Rebecca Clemons		Started On: 09/11/2018 08:27 AM
Final Approval Date: 09/11/2018		

Judge Dan A. Gattis
Williamson County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626

September 11, 2018

The Honorable Dan Gattis and Williamson County Commissioners:

I am requesting the Commissioner's Court approve the reappointments of Amanda Bradley, Amy Washington, Sherry Rhoden Susan Komandosky, and Dianne Howell to the Williamson County Child Welfare Board for the next three year term, October 2018 to September 2021. Each of these ladies continues to contribute to the active work of the board and the care of foster children in our county. I am sorry to let you know, Joy Alexander has resigned from the board due to family responsibilities.

Please place this request for these four reappointments to the board on your agenda at your earliest convenience and please call, fax, or email me with any questions you might have. Thank you so much for your time and the attention you give to our board and in turn enable us to partner with Williamson County to help care for the foster children of Williamson County!

Respectfully Submitted,

Dianne Howell-WCCWB President
255-6594-home
255-4901-fax
JRZONE@aol.com

Commissioners Court - Regular Session **22.**

Meeting Date: 09/18/2018

Property Tax Collections – August 2018

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of August 2018 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080118-083118 GWI-RFM

080118-083118 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 09:54 AM
Form Started By: Cathy Atkinson		Started On: 09/13/2018 09:41 AM
Final Approval Date: 09/13/2018		

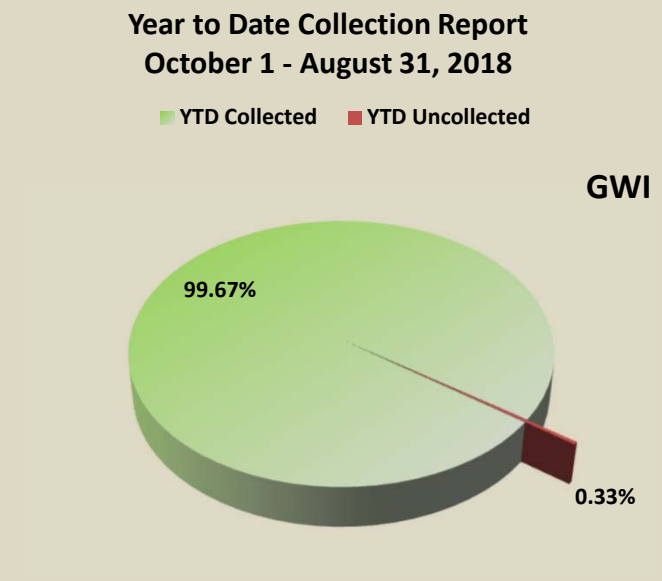
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 31, 2018

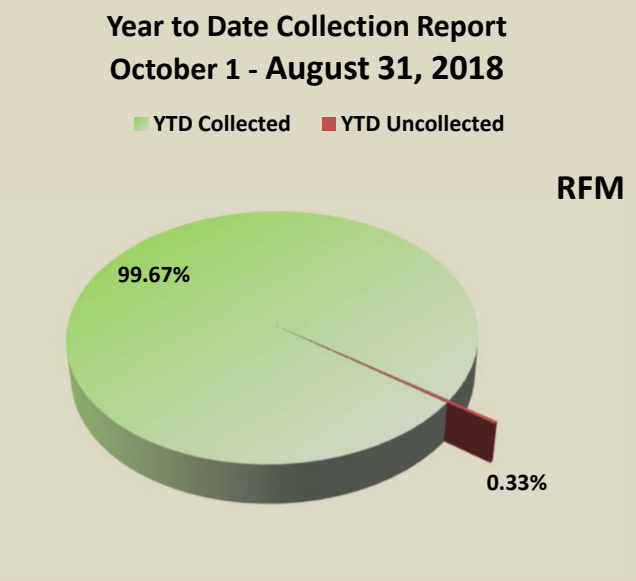
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	$244,690,088.70	($33,002.65)	$244,657,086.05	$175,835.72	$50,173.47	($0.50)	$811,528.04	$243,845,558.01	99.67%	99.88%	100.68%
2016 & Prior	$1,986,312.80	($213,526.37)	$1,772,786.43	($65,359.65)	$881.14	$0.31	$1,391,357.22	$381,429.21	21.52%	30.96%	
Rollbacks	$288,563.47	$1,691,305.22	$1,979,868.69	$92,236.31	$0.00	$0.00	$571,165.53	$1,408,703.16	71.15%	71.23%	
Total All	$246,964,964.97	$1,444,776.20	$248,409,741.17	$202,712.38	$51,054.61	($0.19)	$2,774,050.79	$245,635,690.38	98.88%	99.16%	

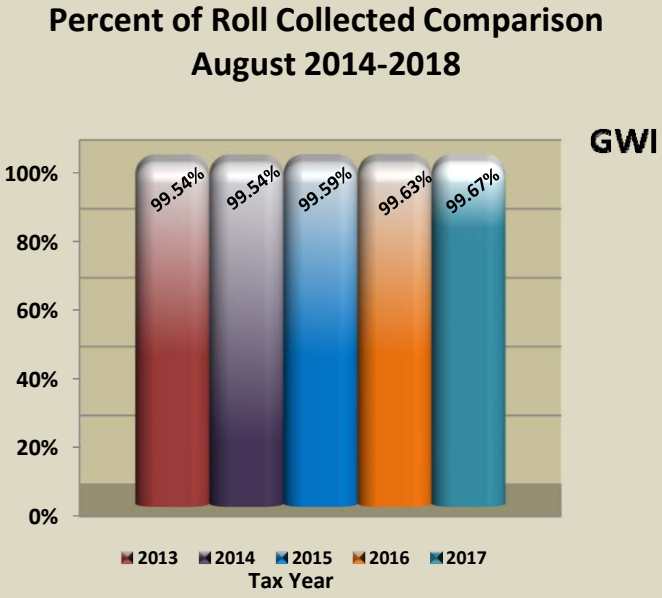
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	$22,761,673.50	$2,773.93	$22,764,447.43	$16,678.95	$4,680.58	$0.11	$74,868.48	$22,689,578.95	99.67%	99.88%	100.65%
2016 & Prior	$168,664.29	($17,643.72)	$151,020.57	($5,567.21)	$124.69	$0.04	$115,313.42	$35,707.15	23.64%	33.55%	
Rollbacks	$25,120.98	$151,650.08	$176,771.06	$8,365.02	$0.00	$0.00	$51,813.57	$124,957.49	70.69%	70.77%	
Total All	$22,955,458.77	$136,780.29	$23,092,239.06	$19,476.76	$4,805.27	$0.15	$241,995.47	$22,850,243.59	98.95%	99.23%	

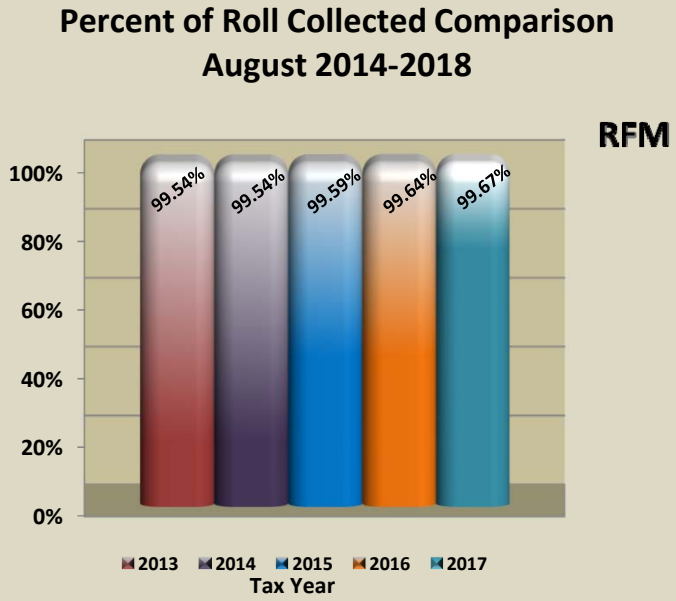
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	$269,920,423.74	$553,492.70	$270,473,916.44	$9,831,927.33	$37,739.92	$564.42	$260,641,424.69	$9,832,491.75
Nov-17	$270,473,916.44	$412,042.93	$270,885,959.37	$11,909,015.73	$18,907.00	$570.67	$249,143,881.22	$21,742,078.15
Dec-17	$270,885,959.37	($14,649.56)	$270,871,309.81	$151,714,891.47	$21,384.35	$2,564.36	$97,411,775.83	$173,459,533.98
Jan-18	$270,871,309.81	($124,645.58)	$270,746,664.23	$85,267,049.60	$31,771.61	$6.27	$12,020,074.38	$258,726,589.85
Feb-18	$270,746,664.23	($47,878.57)	$270,698,785.66	$3,403,054.65	$178,516.41	($45,477.13)	$8,614,618.29	$262,084,167.37
Mar-18	$270,698,785.66	$26,437.71	$270,725,223.37	$2,132,488.05	$108,069.31	$3,623.36	$6,504,944.59	$264,220,278.78
Apr-18	$270,725,223.37	$162,917.00	$270,888,140.37	$796,261.27	$73,832.74	$3,555.44	$5,868,044.88	$265,020,095.49
May-18	$270,888,140.37	$24,978.69	$270,913,119.06	$1,487,596.39	$77,646.17	$1,362.54	$4,404,064.64	$266,509,054.42
Jun-18	$270,913,119.06	$415,473.37	$271,328,592.43	$632,649.24	$97,946.81	$1,600.24	$4,185,288.53	$267,143,303.90
Jul-18	$271,328,592.43	$294,556.53	$271,623,148.96	$1,120,417.09	$45,416.83	$23.88	$3,359,404.09	$268,263,744.87
Aug-18	$271,623,148.96	($121,168.73)	$271,501,980.23	$222,189.14	$55,859.88	($0.04)	$3,016,046.26	$268,485,933.97


Year to Date Collection Report
October 1 - August 31, 2018
YTD Collected
YTD Uncollected
GWI
99.67%
0.33%


Year to Date Collection Report
October 1 - August 31, 2018
YTD Collected
YTD Uncollected
RFM
99.67%
0.33%


Percent of Roll Collected Comparison
August 2014-2018
GWI
100%
80%
60%
40%
20%
0%
99.54%
99.54%
99.59%
99.63%
99.67%
2013
2014
2015
2016
2017
Tax Year


Percent of Roll Collected Comparison
August 2014-2018
RFM
100%
80%
60%
40%
20%
0%
99.54%
99.54%
99.59%
99.64%
99.67%
2013
2014
2015
2016
2017
Tax Year

Commissioners Court - Regular Session **23.**

Meeting Date: 09/18/2018

Property Tax Refunds – Over 2500 – August 2018

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of August 2018 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080118-083118 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:45 AM
Form Started By: Cathy Atkinson		Started On: 09/13/2018 10:07 AM
Final Approval Date: 09/13/2018		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: September 12, 2018

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of August 31, 2018

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	08/07/2018	67824	SUSI, CONNIE & MICHAEL	R350729 - Escrow Refund	-4,834.80
Check	08/07/2018	67828	CORELOGIC TAX SERVICES, LLC	R316063 - Overpayment	-8,669.95
Check	08/07/2018	67829	BAYVIEW LOAN SERVICING LLC	R078583 - Overpayment	-10,850.09
Check	08/24/2018	67886	THOMAS EIDSON	R465544 - Overpayment	-9,254.53
Check	08/24/2018	67898	NATIONAL ADVISORS TRUST	R513167 - Double payment	-5,904.47
Total Refunds Payable - Taxpayers					-39,513.84
TOTAL					**-39,513.84**

Commissioners Court - Regular Session **24.**

Meeting Date: 09/18/2018

Doucet & Associates WA1 Sup2 Juvenile Justice Center

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Doucet & Associates, Inc. and Williamson County dated February 27, 2018 for Smith Branch Flood Control and Drainage Engineering Services - Williamson County Juvenile Justice Center for Williamson County Road and Bridge.

Background

This supplemental is to extend the expiration date to September 30, 2019 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doucet & Associates WA1 Sup2 Juvenile Justice Center

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/11/2018 09:43 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Vicky Edwards		Started On: 09/06/2018 10:03 AM
Final Approval Date: 09/13/2018		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Smith Branch Flood Control and Drainage Engineering Services – Williamson County Juvenile Justice Center

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 27, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No.1 dated effective February 27, 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 above referenced Work Authorization termination date shall be modified to September 30, 2019. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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: Doucet & Associates, Inc.	**COUNTY: Williamson County**
By: Duke G. Altman	By: _____
Signature	Signature
Duke G. Altman	Dan Gattis
Printed Name	Printed Name
Principal	Williamson County Judge
Title	Title
9/6/2018	_____
Date	Date

Attachment C – Work Schedule

Upon receiving authorization to proceed from the County, the team will complete further task work as specifically directed by the County. Tasks 1 (Field Surveying) has been completed while Tasks 3 (Preliminary H&H Modeling), Task 4 (Preliminary Alternative Analysis), Task 5 (Preliminary Engineering Memo), Task 6 (Refined H&H Modeling), and Task 7 (Refined Alternative Analysis) have been completed except for some possible future refinements. Task 2 (Meetings) and Task 9 (Grant Opportunities) have been partially completed. Tasks 8 (Refined Engineering Report) has yet to be initiated. It is anticipated that some additional services may be required to finish the overall project. All work will be completed by September 30, 2019.

Commissioners Court - Regular Session **25.**

Meeting Date: 09/18/2018

Raba Kistner WA1 Sup3 North Campus Facilities

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 under Williamson County Contract between Raba Kistner Inc and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

Background

This supplemental is to extend the expiration date to March 31, 2019 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Raba Kistner WA1 Sup3 North Campus Facilities

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/11/2018 09:43 AM
County Judge Exec Asst.	Wendy Coco	09/11/2018 01:23 PM
Form Started By: Vicky Edwards		Started On: 09/07/2018 10:53 AM
Final Approval Date: 09/11/2018		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Construction Material Testing and Inspection for Williamson County North Campus Facilities

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **November 10, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Raba Kistner, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **December 13, 2016** (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 above referenced Work Authorization termination date shall be modified to **March 31, 2019**. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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:

By: _____
Signature

Gabriel Ornelas, Jr., PE, PMP
Printed Name

Senior Vice President
Title

9/6/2018
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

_____
Date

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement and authorization to proceed on assigned services.

Commissioners Court - Regular Session **26.**

Meeting Date: 09/18/2018

Animal Shelter Expansion, P435 - Change Order 6

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 6 in the amount of $20,624.00 to approve funding for additional electrical, A/C, masonry and concrete scopes of work, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner's Contingencies.

Background

Change Order to fund additional concrete for relocated light pole bases, additional masonry due to increased CMU wall thickness, additional electrical for added fixtures and relocated light poles and additional HVAC due to the necessity to relocate the walk-in freezer condenser unit. All additional scope was necessary based on RFI's and Engineers comments to complete the project per the original design intent.
On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Director, with general authority to approve change orders for the Agreement for Construction Services with Vaughn Construction in relation to the Williamson County Regional Animal Shelter Expansion Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AS Change Order 6

AS CO6 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM
Form Started By: Gina Wrehsnig		Started On: 09/13/2018 07:05 AM
Final Approval Date: 09/13/2018		

AIA® Document G701™ – 2017

Change Order

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

CONTRACT INFORMATION:
Contract For: General Construction

Date: 1/8/18

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: 8/23/18

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

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

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 6 includes the below listed Vaughn Change Proposals # 27-#31. For Vaughn Project No. 2491-01.
- CP No. 27 - Provide relocation of freezer condensing unit for H building per RFI 69
- CP No. 28 - Provide modified light pole base per RFI 67
- CP No. 29 - Provide relocation of light poles Per RFI 53
- CP No. 30 - Provide Increased CMU wall widths per RFI 72
- CP No. 31 - Provide light fixture changes due to Engineers review comments in returned fixture submittal

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

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/6/19

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

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

ARCHITECT	CONTRACTOR	OWNER
Jackson & Ryan Architects	J.T. Vaughn Construction, LLC	Williamson County, Texas
(Firm name)	*(Firm name)*	*(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Martha Seng	Mike Simpson	Dale Butler
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
08/29/18	08/29/2018	9/11/18
DATE	DATE	DATE

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User Notes: (3B9ADA20)

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals		**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6	OCO 2	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO 2	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO 2	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO 2	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO 2	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
OCO 2 Totals		**0**	**0**	**$13,688**	**($11,752)**	**($2,297)**	**$284**	**$77**	**$0**	**$9,499,295**
11	OCO 3	0	0	$5,028	$0	($5,201)	$0	$173	$0	$9,499,295
12	OCO 3	0	0	$15,199	$0	($15,912)	$189	$524	$0	$9,499,295
13	OCO 3	0	0	$825	$0	($853)	$0	$28	$0	$9,499,295
14	OCO 3	0	0	$726	$0	($751)	$0	$25	$0	$9,499,295
15	OCO 3	0	0	$1,278	($1,294)	$0	$16	$0	$0	$9,499,295
16	OCO 3	0	0	$5,085	$0	($5,324)	$64	$175	$0	$9,499,295
17	OCO 3	0	0	$4,752	$0	($4,975)	$59	$164	$0	$9,499,295
OCO 3 Totals		**0**	**0**	**$32,893**	**($1,294)**	**($33,016)**	**$328**	**$1,089**	**$0**	**$9,499,295**
18	OCO 4	0	0	$225	$0	($233)	$0	$8	$0	$9,499,295
19	OCO 4	0	0	$1,037	($1,050)	$0	$13	$0	$0	$9,499,295
20	OCO 4	0	0	$9,202	$0	($9,634)	$115	$317	$0	$9,499,295
21	OCO 4	0	0	$90	$0	($93)	$0	$3	$0	$9,499,295
OCO 4 Totals		**0**	**0**	**$10,554**	**($1,050)**	**($9,960)**	**$128**	**$328**	**$0**	**$9,499,295**
22	OCO 5	0	0	$5,251	$0	($5,432)	$0	$181	$0	$9,499,295
23	OCO 5	0	0	$7,574	$0	($7,934)	$95	$265	$0	$9,499,295
24	OCO 5	0	0	$1,778	$0	($1,839)	$0	$61	$0	$9,499,295
25	OCO 5	0	0	$2,525	$0	($2,612)	$0	$87	$0	$9,499,295
26	OCO 5	0	0	$5,392	($5,392)	$0	$0	$0	$0	$9,499,295
OCO 5 Totals		**0**	**0**	**$22,520**	**($5,392)**	**($17,817)**	**$95**	**$594**	**$0**	**$9,499,295**
27	OCO 6	0	0	$5,371	$0	($5,594)	$38	$185	$0	$9,499,295
28	OCO 6	0	0	$605	($613)	$0	$8	$0	$0	$9,499,295
29	OCO 6	0	0	$3,651	$0	($3,823)	$46	$126	$0	$9,499,295
30	OCO 6	0	0	$8,173	($8,275)	$0	$102	$0	$0	$9,499,295
31	OCO 6	0	0	$2,824	($2,824)	$0	$35	$0	$0	$9,499,295
OCO 6 Totals		**0**	**0**	**$20,624**	**($11,712)**	**($9,417)**	**$229**	**$311**	**$0**	**$9,499,295**
32								$0	$0	$9,499,295
33								$0	$0	$9,499,295
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,777,414**	**$197,569**	**$215,878**	**$1,035,524**	**$272,945**	**$9,499,295**	**$9,499,295**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 13, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0027

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Relocating freezer condensing unit for H building per RFI 69 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0027

QUOTATION :

Item	Labor	Materials	Subs	Total
Provide power to freezer condensing unit in H building	$0.00	$0.00	$3,036.00	$3,036.00
Relocated freezer condensing unit for H building	$0.00	$0.00	$2,335.00	$2,335.00
Subcontractor Default Insurance	$0.00	$38.00	$0.00	$38.00
CM Fee	$0.00	$185.00	$0.00	$185.00
To be funded by Owner Contingency	$0.00	$(5,594.00)	$0.00	$(5,594.00)
Totals	$0.00	$(5,371.00)	$5,371.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/13/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO:

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Thomas Morrill

Date: 07/17/2018

Required By: 07/17/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: Existing Freezer Condensing Unit Relocation

Spec. Section:

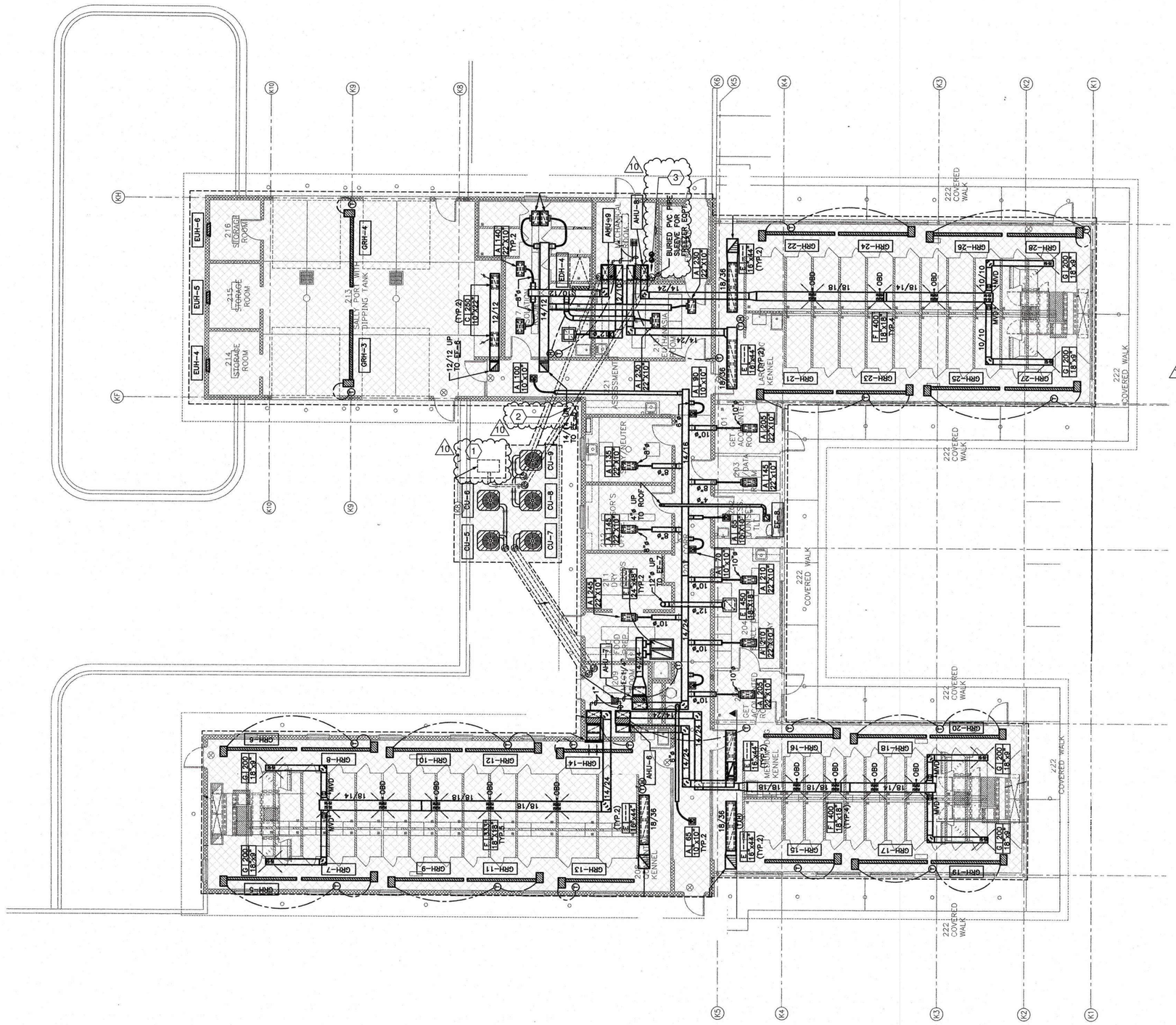
Drawing Number:

Other Reference:

Question:
The existing freezer condensing unit at the Kennel Building will need to be relocated due to the demolition of the existing pad. Please see the attached showing the proposed new location and let us know if this is acceptable and what requirements will be needed for the relocation.

---

e ttac d



1 KENNEL - DEMOLITION - HVAC PLAN
1/8" = 1'-0"

GENERAL NOTES

A. DEMOLITION IS LIMITED TO GRILLES, DUCTWORK, INSULATION, MECHANICAL EQUIPMENT, ASSOCIATED PIPING, SUPPORTS AND ASSOCIATED ITEMS.
B. OWNER RETAINS RIGHT OF FIRST REFUSAL ON HVAC EQUIPMENT. REMAINDER OF EQUIPMENT AND MATERIALS TO BE LAWFULLY DISPOSED OF BY CONTRACTOR.
C. DISREGARD ANY AND ALL CIRCULAR KEYNOTES. THEY DO NOT APPLY TO THIS RENOVATION PROJECT.

KEYED NOTES - M.2-2.10

1 RELOCATE EXISTING FREEZER CONDENSING UNIT TO LOCATION MARKED ON SHEET M.2-3.01. DEMO PVC PIPING TO LOCATION INDICATED BY KEYED NOTE 2 AND CAP THE PVC PIPING THERE. ABANDON PVC PIPING UNDER THE BUILDING SLAB. DEMO EXISTING REFRIGERANT PIPING TO LOCATION INDICATED BY KEYED NOTE 3. REUSE EXISTING CONDENSING UNIT PAD. IF PAD CANNOT BE REUSED PROVIDE AN IDENTICAL PAD FOR THE NEW LOCATION. PAD SHOULD

2 CAP EXISTING PVC PIPING HERE. ABANDON PVC PIPING UNDER THE BUILDING SLAB.

3 REFRIGERANT PIPING THRU FLOOR.

10

LEGEND

EXISTING TO REMAIN

TO BE DEMOLISHED (MECH EQUIPMENT ONLY)

1/8" = 1'-0" 0' 8' 16'

Date Issued:

09/27/17 ISSUE FOR PERMIT
11/15/17 FIRST RE-SUBMITTAL - PLAN REVIEW
07/18/18 RFI-069

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

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

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113

STATE OF TEXAS
WESLEY W. STIDHAM
87068
LICENSED PROFESSIONAL ENGINEER
10/18/17

Sheet Content:

KENNEL - DEMOLITION - HVAC PLAN

SCALE: As indicated

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M.2-2.10

Plot Date: 10/18/2017

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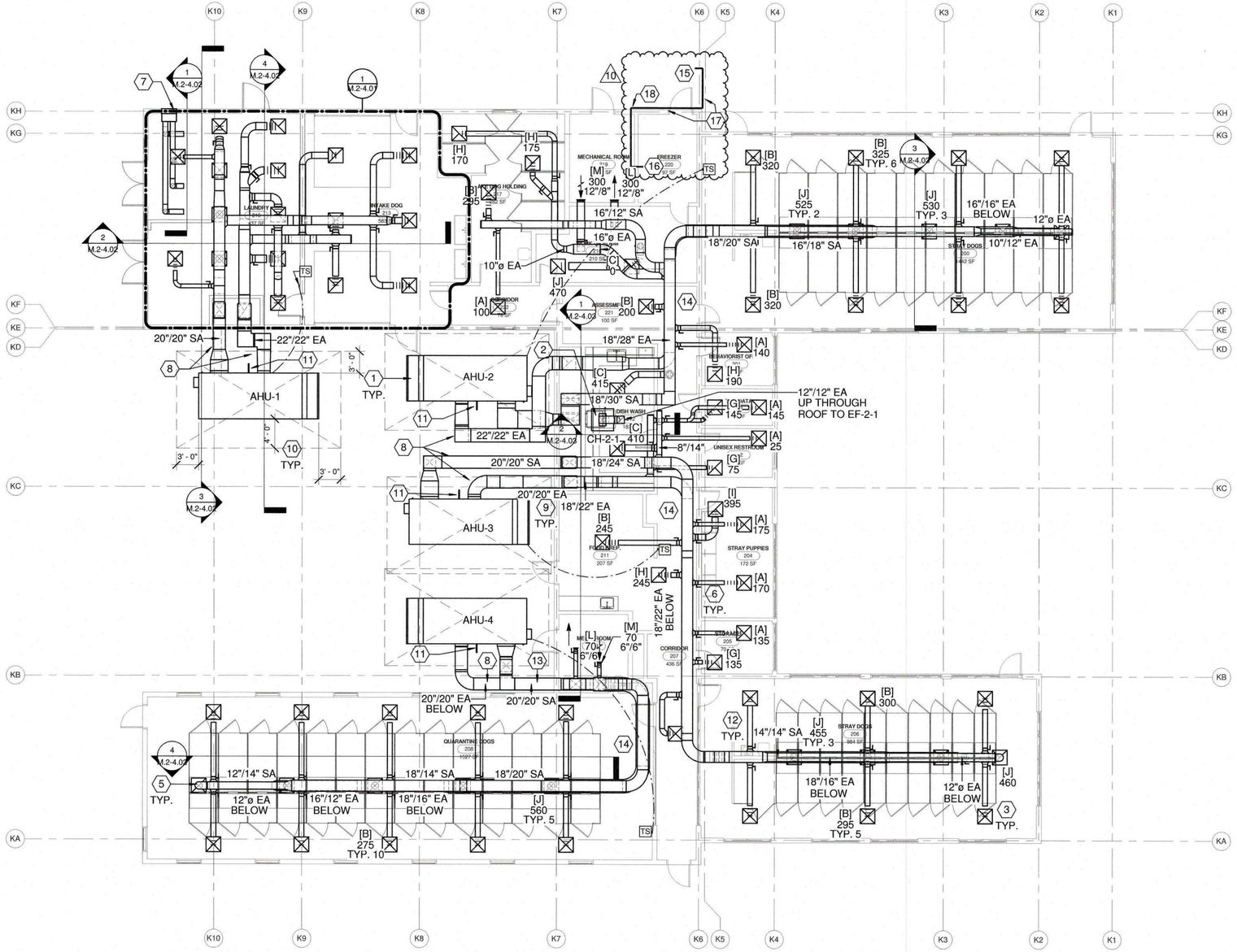

1 KENNEL - HVAC PLAN
1/8" = 1'-0"

1/8" = 1'-0" 0' 8' 16'

GENERAL NOTES

A. INSULATE EXTERIOR OF ALL SUPPLY AIR DUCTWORK AND THE TOP OF ALL SUPPLY AIR DIFFUSERS.
B. PIPING AND DUCTWORK ARE NOT PERMITTED IN ELECTRICAL ROOMS, ELEVATOR MACHINE ROOMS AND COMMUNICATION ROOMS.
C. PROVIDE YOUNG REGULATORS FOR ALL DAMPERS LOCATED ABOVE HARD OR INACCESSIBLE CEILINGS. YOUNG REGULATORS SHALL BE PROVIDED WITH SOLID SHAFT CONNECTION; CABLE CONNECTION TO REGULATOR WILL NOT BE ACCEPTED.
D. ALL RETURN GRILLES SHALL BE MARK [F] UNLESS OTHERWISE NOTED.
E. ALL EXTERIOR DUCTWORK MUST HAVE INSULATION AND ALUMINUM JACKETING PER SPECIFICATIONS.

KEYED NOTES - M.2-3.01

1 RE: 5/M-9.02 FOR AIR HANDLING UNIT DETAIL.
2 RE: 2/M-9.03 FOR DISH WASH EXHAUST HOOD DETAIL.
3 RE: 1/M-9.01 FOR CEILING DIFFUSER CONNECTION DETAIL.
4 RE: 3/M-9.01 FOR TYPICAL ONE & TWO SIDED RECTANGULAR DUCT TRANSITION DETAIL.
5 RE: 4/M-9.01 FOR EXHAUST GRILLE & RECTANGULAR BRANCH CONNECTION DETAIL.
6 RE: 2/M-9.02 FOR TYPICAL ROUND DUCT STANDARDS DETAIL.
7 24"x24" EXHAUST LOUVER. RE: ARCH PLANS FOR LOUVER DETAILS RE: 1/M-4.00 FOR SECTION VIEW OF DRYER EXHAUST SYSTEM.
8 RE: 1/M-9.03 FOR EXTERIOR DUCT SUPPORT DETAIL.
9 RE: 6/M-9.02 FOR DUCT THROUGH EXTERIOR WALL DETAIL.
10 REFER TO STRUCTURAL DRAWINGS FOR CONCRETE PAD DESIGN. MECHANICAL CLEARANCE DIMENSIONS TYPICAL FOR ALL AIR HANDLING UNITS.
11 1" CONDENSATE ROUTED TO HUB DRAIN. RE: 4/M903 FOR CONDENSATE DRAIN DETAIL. RE: DIV 22 FOR HUB DRAIN LOCATION.
12 RE: 3/M-9.02 FOR ROUND DUCT SUPPORT DETAIL.
13 SUPPORT UPPER DUCT FROM EAVE ABOVE. RE: 6/M-9.03 FOR DUCT SUPPORT FROM EAVE DETAIL.
14 INSTALL ACCESS DOORS AT BEGINNING AND MIDDLE OF LONG DUCT RUN ON MAINS FOR FUTURE CLEANING. RE: SPECIFICATION SECTION 23 33 00.
15 RELOCATE EXISTING FREEZER CONDENSING UNIT HERE. REUSE EXISTING CONDENSING UNIT PAD. IF PAD CANNOT BE REUSED PROVIDE AN IDENTICAL PAD FOR THE NEW LOCATION. PROVIDE A PAD AT LEAST 4" WIDER THAN CONDENSING UNIT ON ALL SIDES.
16 CONNECT NEW REFRIGERANT LINES TO EXISTING FREEZER CONNECTION.
17 ROUTE NEW REFRIGERANT LINES ALONG EXTERIOR WALL AND ALONG EXISTING BRICK WALL TO CONNECT TO NEW CONDENSING UNIT LOCATION. INSULATE ALL EXTERIOR PIPING WITH ARMAFLEX WITH AN ALUMINUM JACKET.
18 PROVIDE A PVC SLEEVE AT THE WALL PENETRATIONS FOR THE NEW REFRIGERANT LINES. POOKIE THE PENETRATIONS.

Date Issued:

09/27/17 ISSUE FOR PERMIT
11/15/17 FIRST RE-SUBMITTAL - PLAN REVIEW
07/18/18 RFI-069

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

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

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113

STATE OF TEXAS · WESLEY W. STIDHAM · 87058 · LICENSED PROFESSIONAL ENGINEER

Sheet Content:

KENNEL - HVAC PLAN

SCALE: As indicated

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M.2-3.01

Plot Date: 10/18/2017

7/18/2018 11:28:55 AM C:\Users\rschutte\Documents\1171-002-01_Mech_Kennel Building_R17_rschutte.rvt

1 KENNEL - POWER PLAN - DEMOLITION

1/8" = 1'-0"

GENERAL NOTES - DEMOLITION - POWER

A. REFER TO ARCHITECTURAL DEMOLITION DRAWINGS FOR DESCRIPTION OF DEMOLITION IN EACH AREA. REFER TO SECTION 26 00 01 "ELECTRICAL DEMOLITION" FOR ADDITIONAL REQUIREMENTS.

B. FIELD VERIFY EXISTING CONDITIONS PRIOR TO DISCONNECTING AND REMOVING ELECTRICAL EQUIPMENT TO AVOID UNNCESSARY POWER OUTAGES.

C. COORDINATE PLANNED POWER OUTAGES AND TEMPORARY POWER CONNECTIONS WITH OWNER PRIOR TO PLANNED OUTAGE.

D. REMOVE MOTOR BRANCH CIRCUITS FROM MOTOR BACK TO DISCONNECT. LOCK OUT DISCONNECT AND PROVIDE WARNING LABEL AT SOURCE PANEL OVERCURRENT PROTECTION DEVICED THAT INDICATES "DO NOT ENERGIZE".

E. REMOVE WIRING DEVICES. REMOVE BRANCH CIRCUIT BACK TO NEAREST JUNCTION BOX SCHEDULED TO REMAIN. WHERE ENTIRE CIRCUIT HAS BEEN REMOVED, LABEL CIRCUIT BREAKER AS SPARE.

F. MAINTAIN ELECTRICAL SERVICE TO AREAS OUTSIDE SCOPE OF WORK.

G. DEMOLISH ALL WIRING, CONDUIT, AND SWITCHES SERVING ALL MECHANICAL EQUIPMENT SERVING BUILDING. COORDINATE WITH DIV 23. REFER TO MECHANICAL DEMOLITION SHEETS FOR SCOPE.

KEYED NOTES - E.2-2.21

1 SHADED AREA NOT IN SCOPE OF POWER RENOVATION. REFER TO MECHANICAL DEMOLITION SHEETS FOR SCOPE RELATED TO GENERAL NOTE G.

2 DEMOLISH ALL WIRING, CONDUIT, AND SWITCHES SERVING ALL MECHANICAL EQUIPMENT SERVING BUILDING. COORDINATE WITH DIV 23. REFER TO MECHANICAL DEMOLITION SHEETS.

3 ELECTRICAL EQUIPMENT IS EXISTING TO REMAIN.

4 EXISTING FREEZER CU. REMOVE WIRING AND CONDUIT BACK TO PANEL. RELOCATE DISCONNECT PER SHEET E.2-3.21. REUSE CONDUIT WHERE POSSIBLE.

0' 8' 16'

1/8" = 1'-0"

Date Issued:

09/27/17 ISSUE FOR PERMIT
11/15/17 FIRST RE-SUBMITTAL - PLAN REVIEW
07/19/18 RFI-069

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

Williamson County Regional Animal Shelter

1855 SE INNER LOOP
GEORGETOWN, TEXAS 78626

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

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113

STATE OF TEXAS
JOSEPH R. ROUTHIER
96742
LICENSED PROFESSIONAL ENGINEER
7/19/2018

Sheet Content:

KENNEL - DEMOLITION - POWER PLAN - LEVEL 1

SCALE: As indicated

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E.2-2.21

Plot Date: 10/18/2017

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KEYED NOTES - E.2-3.21

1. SHADED AREA NOT IN SCOPE OF POWER RENOVATION.
2. PROVIDE POWER TO DRYERS AT 90" AFF IN BULKHEAD. COORDINATE WITH OWNER/ARCHITECT FOR FINAL NUMBER OF UNITS AND EXACT LOCATION. PROVIDE NEMA 16-50R.
3. PROVIDE POWER TO WASHING MACHINES. COORDINATE WITH OWNER/ARCHITECT FOR FINAL NUMBER OF UNITS AND LOCATION. PROVIDE NEMA L14-20R.
4. FACTORY INSTALLED JUNCTION BOX FOR CONNECTION BY DIV 26. DIV 26 NOT TO PENETRATE HOUSING OF MECHANICAL EQUIPMENT. WIRING FROM JUNCTION BOX TO LOAD BY MANUFACTURER.

KEYED NOTES - E.2-3.21 (3)

5. PROVIDE NEMA 3R, 60A/3P/600V RATED DISCONNECT FUSED AT 50A. UNISTRUT MOUNT DISCONNECT TO EQUIPMENT PAD. COORDINATE LOCATION WITH DIV 23.
6. PROVIDE POWER TO MECHANICAL EQUIPMENT AUXILIARIES (LIGHTING, RECEPTACLES, ETC.)
7. PROVIDE POWER TO EXHAUST FAN ON ROOF. COORDINATE EXACT LOCATION WITH DIV 23.
8. PROVIDE POWER TO COMMERCIAL DISH WASHER.
9. REPLACE RECEPTACLE WITH GFCI-PROTECTED RECEPTACLE.
10. CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING DISHWASH 212.

KEYED NOTES - E.2-3.21 (3)

11. CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING FOOD PREP 211.
12. EXTEND EXISTING CONDUIT FROM KENNEL TELECOM ROOM TO NEW ADOPTIONS TELECOM ROOM.
13. CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING ROOM 201.
14. PROVIDE NEMA 3R, 60A/3P/600V RATED DISCONNECT FUSED AT 40A. UNISTRUT MOUNT DISCONNECT TO EQUIPMENT PAD. COORDINATE LOCATION WITH DIV 23.
15. PROVIDE NEMA 3R, 100A/3P/600V RATED DISCONNECT FUSED AT 70A. UNISTRUT MOUNT DISCONNECT TO EQUIPMENT PAD. COORDINATE LOCATION WITH DIV 23.
16. RELOCATED FREEZER CU. RUN CONDUIT ALONG WALL PARALLEL TO THE REFRIGERANT LINE. INSTALL RELOCATED DISCONNECT. REUSE EXISTING CIRCUIT BREAKER IN PANEL L1 SECT 2. (4)

GENERAL NOTES - POWER (1)

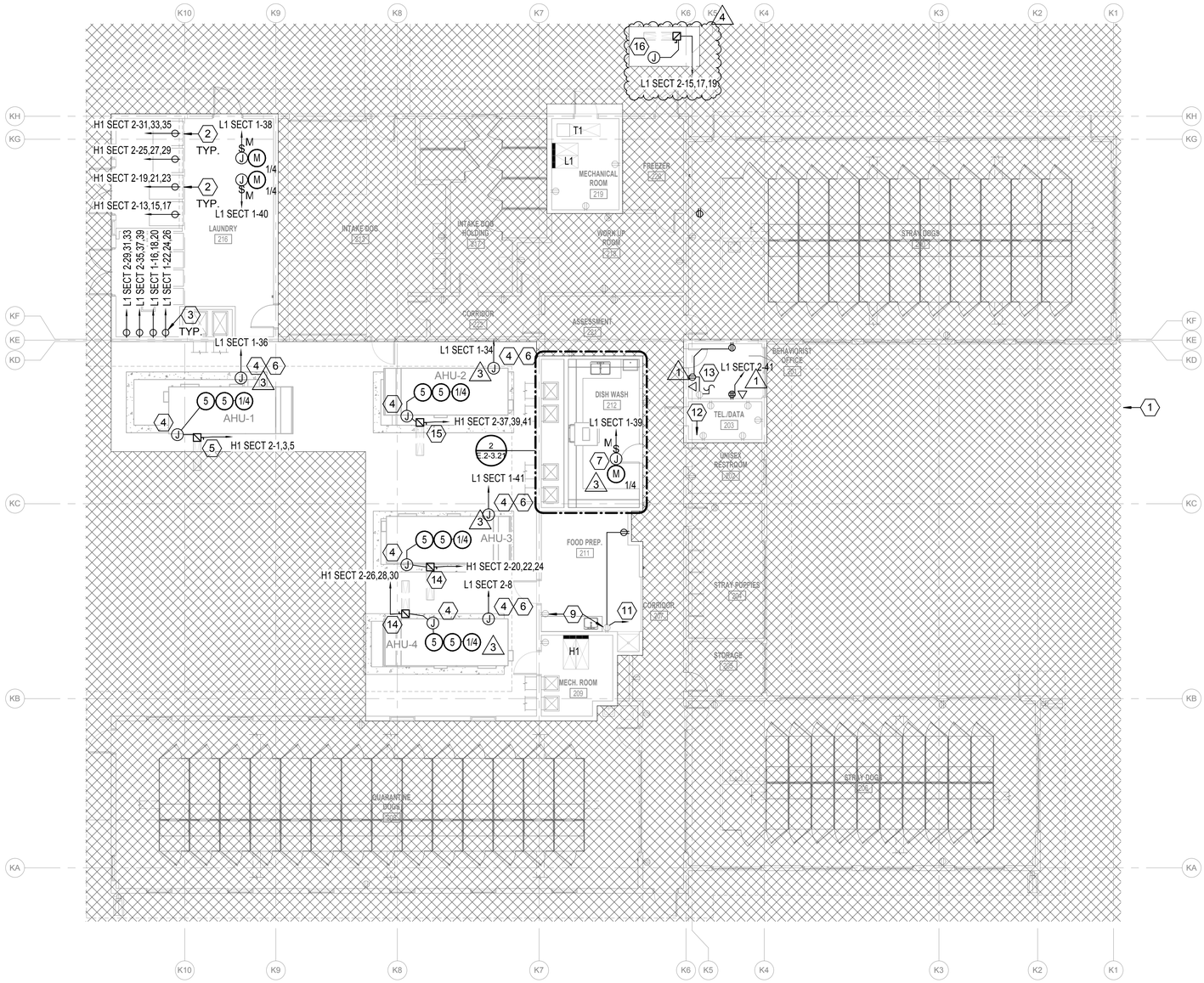
A. TELECOM, SECURITY, A/V OUTLETS, ADDITIONAL POWER AND OTHER COMMUNICATIONS SYSTEMS DEVICES ARE BY OWNER. COORDINATE WITH OWNER AND COMMUNICATION SUPPLIER FOR LOCATIONS AND REQUIREMENTS. TELECOM SPECS TO BE PROVIDED BY OWNER UNDER SEPARATE COVER.

B. ALL RECEPTACLES ARE MOUNTED 18" UON. VERIFY HEIGHT AND ALIGMENT OF DEVICES WITH ARCHITECTURAL DRAWINGS. COORDINATE OUTLET/RECEPTACLE LOCATIONS WITH MILL WORK, CASEWORK, ETC.

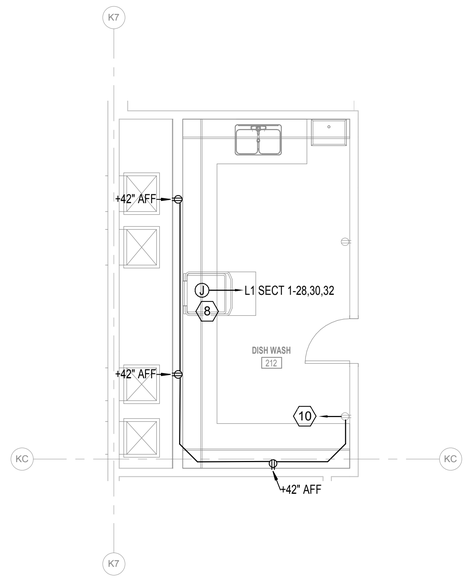
C. LOCATE ALL LOCAL DISCONNECT SWITCHES FOR MECHANICAL EQUIPMENT ADJACENT TO, BUT SEPARATE FROM, EQUIPMENT SERVED. PROVIDE SECURELY-ANCHORED METAL FRAMING PER SECTION 260529.

D. PROVIDE MOTOR RATED SNAP SWITCH AT ACCESSIBLE ABOVE CEILING LOCATION, SEPARATE BUT ADJACENT TO VV BOXES. SEE MECHANICAL DRAWINGS FOR LOCATION AND QUANTITIES.

E. UPDATE PANELBOARD SCHEDULES UPON COMPLETION OF PROJECT TO REFLECT FINAL CIRCUIT NUMBERS AND DESCRIPTIONS.



1 KENNEL - POWER PLAN - RENOVATION
1/8" = 1'-0"



2 KENNEL - ENLARGED POWER PLAN - RENOVATION - DISH WASH
1/4" = 1'-0"

1/8" = 1'-0" 0' 8' 16'

Date Issued:

09/27/17	ISSUE FOR PERMIT
10/18/17	ADDENDUM 01
11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
03/21/18	RFI-030
07/19/18	RFI-069

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

Williamson County Regional Animal Shelter

1855 SE INNER LOOP
GEORGETOWN, TEXAS 78626

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

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
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SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113

STATE OF TEXAS
JOSEPH R. ROUTHIER
96742
LICENSED PROFESSIONAL ENGINEER
7/19/2018

Sheet Content:

KENNEL - RENOVATION - POWER PLAN - LEVEL 1

SCALE: As indicated

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E.2-3.21

Plot Date: 10/18/2017

7/19/2018 2:29:00 PM C:\Users\djinks\Documents\1171-002-01_Elec_Kennel Building_R17_djinks.rvt

Panel: H1 SECT 1

Williamson County Regional Animal Shelter

Location:	MECH. ROOM 209	Volts:	480/277 Wye	Bus Rating:	400A	Feed Through:	EXISTING
Supply From:	SHA	Phases:	3	MCB:	400A	Sub-Feed:	Yes
Mounting:	Surface	A.I.C. Rating:	EXISTING	MLO:	No	Neutral Rating:	100.00%
Enclosure:	Type 1						

Notes:

Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit
MATCH EXISTING	1	LIGHTING HALL AND SALLY PORT	20 A	1	659 VA / 333 VA			3	20 A	CU-6	2	EXISTING
MATCH EXISTING	3	LIGHTING WEST WING	20 A	1		500 VA / 333 VA		--	--	--	4	--
MATCH EXISTING	5	LIGHTING EAST WING	20 A	1			560 VA / 333 VA	--	--	--	6	--
EXISTING	7	VF-1	20 A	3	167 VA / 333 VA			3	20 A	CU-5	8	EXISTING
--	9	--	--	--		167 VA / 333 VA		--	--	--	10	--
--	11	--	--	--			167 VA / 333 VA	--	--	--	12	--
EXISTING	13	VF-2	20 A	3	333 VA / 167 VA			3	20 A	CU-7	14	EXISTING
--	15	--	--	--		333 VA / 167 VA		--	--	--	16	--
--	17	--	--	--			333 VA / 167 VA	--	--	--	18	--
EXISTING	19	VF-3	20 A	3	333 VA / 167 VA			3	20 A	CU-8	20	EXISTING
--	21	--	--	--		333 VA / 167 VA		--	--	--	22	--
--	23	--	--	--			333 VA / 167 VA	--	--	--	24	--
EXISTING	25	EUH-4	30 A	1	1000 VA / 0 VA			1	20 A	SPARE	26	
EXISTING	27	EUH-5	30 A	1		1000 VA / 0 VA		1	20 A	SPARE	28	
EXISTING	29	EUH-6	30 A	1			1000 VA / 0 VA	1	20 A	SPARE	30	
EXISTING	31	EDH-4	20 A	1	1000 VA / 0 VA			1	20 A	SPARE	32	
	33	SPARE	20 A	1		0 VA / 0 VA		1	20 A	SPARE	34	
	35	SPARE	20 A	1			0 VA / 0 VA	1	20 A	SPARE	36	
EXISTING	37	F-1	20 A	3	333 VA / 9041 VA			3	20 A	XFMR T-1	38	EXISTING
--	39	--	--	--		333 VA / 9709 VA		--	--	--	40	--
--	41	--	--	--			333 VA / 8373 VA	--	--	--	42	--
			Total Load:		13867 VA	13376 VA	12100 VA					
			Total...		51 A	49 A	44 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
LIGHTING	219 VA	125.00%	273 VA		
Motor	2004 VA	100.00%	2004 VA	Total Conn. Load:	39343 VA
Receptacles	37120 VA	63.47%	23560 VA	Total Est. Demand:	25837 VA
				Total Conn. Current:	47 A
				Total Est. Demand Current:	31 A

Panel: H1 SECT 2

Williamson County Regional Animal Shelter

Location:	MECH. ROOM 209	Volts:	480/277 Wye	Bus Rating:	400A	Feed Through:	EXISTING
Supply From:	H1 SECT 1	Phases:	3	MCB:	400A	Sub-Feed:	No
Mounting:	Surface	A.I.C. Rating:	EXISTING	MLO:	No	Neutral Rating:	100.00%
Enclosure:	Type 1						

Notes:

Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit
3#6, #10 GND, 3/4"C	1	AHU-1	50 A	3	12659 VA / 167 VA			3	20 A	EDH-1	2	EXISTING
--	3	--	--	--		12659 VA / 167 VA		--	--	--	4	--
--	5	--	--	--			12659 VA / 167 VA	--	--	--	6	--
EXISTING	7	F-3	20 A	3	167 VA / 167 VA			3	20 A	EDH-2	8	EXISTING
--	9	--	--	--		167 VA / 167 VA		--	--	--	10	--
--	11	--	--	--			167 VA / 167 VA	--	--	--	12	--
3#10, #10GND, 1"C	13	DRYER	50 A	3	10000 VA / 167 VA			3	20 A	EDH-3	14	EXISTING
--	15	--	--	--		10000 VA / 167 VA		--	--	--	16	--
--	17	--	--	--			10000 VA / 167 VA	--	--	--	18	--
3#10, #10GND, 1"C	19	DRYER	50 A	3	10000 VA / 9224 VA			3	40 A	AHU-3	20	3#8, #10GND, 3/4"C
--	21	--	--	--		10000 VA / 9224 VA		--	--	--	22	--
--	23	--	--	--			10000 VA / 9224 VA	--	--	--	24	--
3#10, #10GND, 1"C	25	DRYER	50 A	3	10000 VA / 9224 VA			3	40 A	AHU-4	26	3#8, #10GND, 3/4"C
--	27	--	--	--		10000 VA / 9224 VA		--	--	--	28	--
--	29	--	--	--			10000 VA / 9224 VA	--	--	--	30	--
3#10, #10GND, 1"C	31	DRYER	50 A	3	10000 VA / 0 VA			1	20 A	SPARE	32	
--	33	--	--	--		10000 VA / 0 VA		1	20 A	SPARE	34	
--	35	--	--	--			10000 VA / 0 VA	1	20 A	SPARE	36	
3#4, #8 GND, 1"C	37	AHU-2	70 A	3	16398 VA / 0 VA			1	20 A	SPARE	38	
--	39	--	--	--		16398 VA / 0 VA		1	20 A	SPARE	40	
--	41	--	--	--			16398 VA / 0 VA	1	20 A	SPARE	42	
			Total Load:		88172 VA	88172 VA	88172 VA					
			Total...		318 A	318 A	318 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Motor	142516 VA	100.00%	142516 VA		
Receptacles	122000 VA	54.10%	66000 VA	Total Conn. Load:	264516 VA
				Total Est. Demand:	208516 VA
				Total Conn. Current:	318 A
				Total Est. Demand Current:	251 A

Panel: L1 SECT 1

Williamson County Regional Animal Shelter

Location:	MECHANICAL ROOM 219	Volts:	120/208 Wye	Bus Rating:	225A	Feed Through:	EXISTING
Supply From:	T1	Phases:	3	MCB:	150A	Sub-Feed:	Yes
Mounting:	Surface	A.I.C. Rating:	EXISTING	MLO:	No	Neutral Rating:	100.00%
Enclosure:	NEMA 1						

Notes:

Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit
EXISTING	1	RECEPTS	20 A	1	180 VA / 500 VA			1	20 A	RECEPTS	2	EXISTING
EXISTING	3	RECEPTS	20 A	1		180 VA / 500 VA		1	20 A	RECEPTS	4	EXISTING
EXISTING	5	RECEPTS	20 A	1			180 VA / 500 VA	1	20 A	RECEPTS	6	EXISTING
EXISTING	7	RECEPTS	20 A	1	180 VA / 500 VA			1	20 A	RECEPTS	8	EXISTING
EXISTING	9	RECEPTS	20 A	1		180 VA / 500 VA		1	20 A	RECEPTS	10	EXISTING
EXISTING	11	RECEPTS	20 A	1			180 VA / 500 VA	1	20 A	RECEPTS	12	EXISTING
EXISTING	13	RECEPTS	20 A	1	180 VA / 500 VA			1	20 A	RECEPTS	14	EXISTING
EXISTING	15	RECEPTS	20 A	1		180 VA / 1833 VA		3	20 A	WASHING MACHINE	16	3#10, #10 GND, 1"C
EXISTING	17	RECEPTS	20 A	1			180 VA / 1833 VA	--	--	--	18	--
EXISTING	19	OVERHEAD DOOR	20 A	1	500 VA / 1833 VA			--	--	--	20	--
EXISTING	21	SEC. DOOR	20 A	1		500 VA / 1833 VA		3	20 A	WASHING MACHINE	22	3#10, #10 GND, 1"C
EXISTING	23	SEC. DOOR	20 A	1			500 VA / 1833 VA	--	--	--	24	--
EXISTING	25	GRH-15, 17, 19	20 A	1	500 VA / 1833 VA			--	--	--	26	--
EXISTING	27	GRH-16, 18, 20	20 A	1		500 VA / 167 VA		3	20 A	DISH WASHER	28	3#10, #10 GND, 1"C
EXISTING	29	GRH-21, 23, 25, 27	20 A	1			500 VA / 167 VA	--	--	--	30	--
EXISTING	31	GRH-22, 24, 26, 28	20 A	1	500 VA / 167 VA			--	--	--	32	--
EXISTING	33	GRH-5, 7, 9, 11	20 A	1		500 VA / 500 VA		1	20 A	AHU-2 AUX (LTG, RCPT)	34	2#10, #10 GND, 3/4"C
EXISTING	35	GRH-6, 8, 10, 12, 14	20 A	1			500 VA / 500 VA	1	20 A	AHU-1 AUX (LTG, RCPT)	36	2#10, #10 GND, 3/4"C
EXISTING	37	GRH-3, 4	20 A	1	500 VA / 1168 VA			1	20 A	GWH-1	38	2#10, #10 GND, 3/4"C
2#10, #10 GND, 3/4"C	39	KH-2-1	15 A	1		1168 VA / 1168 VA		1	20 A	GWH-2	40	2#10, #10 GND, 3/4"C
2#10, #10 GND, 3/4"C	41	AHU-3 AUX (LTG, RCPT)	20 A	1			500 VA / 500 VA	1	20 A	ATTIC LTG	42	EXISTING
			Total Load:		9041 VA	9709 VA	8373 VA					
			Total...		76 A	82 A	70 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Motor	2004 VA	100.00%	2004 VA		
Receptacles	25120 VA	69.90%	17560 VA	Total Conn. Load:	27124 VA
				Total Est. Demand:	19564 VA
				Total Conn. Current:	75 A
				Total Est. Demand Current:	54 A

Panel: L1 SECT 2

Williamson County Regional Animal Shelter

Location:	MECHANICAL ROOM 219	Volts:	120/208 Wye	Bus Rating:	225A	Feed Through:	EXISTING
Supply From:	L1 SECT 1	Phases:	3	MCB:	150A	Sub-Feed:	No
Mounting:	Surface	A.I.C. Rating:	EXISTING	MLO:	No	Neutral Rating:	100.00%
Enclosure:	NEMA 1						

Notes:

Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit
EXISTING	1	EVC-1 CONTROL	20 A	1	500 VA / 0 VA			3	15 A	SPARE	2	
EXISTING	3	EVC-2 CONTROL	20 A	1		500 VA / 0 VA		--	--	--	4	--
EXISTING	5	EVC-3 CONTROL	20 A	1			500 VA / 0 VA	--	--	--	6	--
EXISTING	7	GHW	20 A	1	500 VA / 500 VA			1	20 A	AHU-4 AUX (LTG, RCPT)	8	2#10, #10 GND, 3/4"C
EXISTING	9	CP	20 A	1		500 VA / 500 VA		1	20 A	EVC-2	10	EXISTING
EXISTING	11	DDC CONTROLS	20 A	1			500 VA / 500 VA	1	20 A	EVC-3	12	EXISTING
EXISTING	13	DDC CONTROLS	20 A	1	500 VA / 500 VA			1	20 A	OVERHEAD DOOR	14	EXISTING
3#12, #12 GND, 3/4"C	15	FREEZER COND	30 A	3		1833 VA / 500 VA		1	20 A	OVERHEAD DOOR	16	EXISTING
--	17	--	--	--			1833 VA / 500 VA	1	20 A	OVERHEAD DOOR	18	EXISTING
--	19	--	--	--	1833 VA / 500 VA			1	20 A	HEAT TRACE	20	EXISTING
EXISTING	21	FREEZER EVAP	30 A	3		167 VA / 500 VA		1	20 A	HEAT TRACE	22	EXISTING
--	23	--	--	--			167 VA / 500 VA	1	20 A	HEAT TRACE	24	EXISTING
--	25	--	--	--	167 VA / 0 VA			1	20 A	SPARE	26	
EXISTING	27	FIRE ALARM PANEL	20 A	1		500 VA / 0 VA		1	20 A	SPARE	28	
3#10, #10GND, 1"C	29	WASHER	20 A	3			1833 VA / 0 VA	1	20 A	SPARE	30	
--	31	--	--	--	1833 VA / 167 VA			3	30 A	AIR COMPR	32	EXISTING
--	33	--	--	--		1833 VA / 167 VA		--	--	--	34	--
3#10, #10GND, 1"C	35	WASHER	20 A	3			1833 VA / 167 VA	--	--	--	36	--
--	37	--	--	--	1833 VA / 0 VA			2	40 A	SPARE	38	
--	39	--	--	--		1833 VA / 0 VA		--	--	--	40	--
2#10, #10 GND, 3/4"C	41	RCPT BEHAVIORIST 201	20 A	1			180 VA / 0 VA	1	20 A	SPARE	42	
			Total Load:		8833 VA	8833 VA	8513 VA					
			Total...		74 A	74 A	71 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Motor	5000 VA	100.00%	5000 VA		
Receptacles	21180 VA	73.61%	15590 VA	Total Conn. Load:	26180 VA
				Total Est. Demand:	20590 VA
				Total Conn. Current:	73 A
				Total Est. Demand Current:	57 A

Date Issued:

09/27/17 ISSUE FOR PERMIT
10/18/17 ADDENDUM 01
11/15/17 FIRST RE-SUBMITTAL - PLAN REVIEW
03/21/18 RFI-030
07/19/18 RFI-069

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

Williamson County Regional Animal Shelter

1855 SE INNER LOOP
GEORGETOWN, TEXAS 78626

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

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113

STATE OF TEXAS
JOSEPH R. ROUTHIER
96742
PROFESSIONAL ENGINEER
7/19/2018

Sheet Content:

ELECTRICAL PANELBOARD SCHEDULES

SCALE:

Copyright 2016 JACKSON & RYAN, ARCHITECTS

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

E.2-7.01

Plot Date: 10/18/2017

7/19/2018 2:29:01 PM C:\Users\djinks\Documents\171-002-01_Elec_Kennel Building_R17_djinks.rvt

PROCEED CHANGE ORDER PROPOSAL

Date: 7-23-18

To: Jay McGilton
Vaughn Construction
C# 512.820.2308

Project Name: Williamson Co. Regional Animal Shelter
Project Number: 249101-0007
SEC Project Number: 988

Description of Work: PCO #8 (Relocate freezer condenser @ "H")

Scope:

- Relocate power to freezer condenser @ "H" bldg

Total Cost: $3,036.00

Exclusions and Clarifications:

i. All work was performed utilizing union labor during normal business hours.
ii. This Change Proposal covers direct cost only and we reserve the right to claim for impact and consequential costs.

This work has been completed as authorized. A formal Change Order for this work must be received within ten (10) working days in order to continue with other field directed work.

Sincerely,

Donny Hammers
Project Manager
PCO #8 - Rev #0

CHANGE NOTICE

Schmidt Electric
9701 FM 1625
Austin, TX 78747

CCN # 8
Date: 8/10/2018
Project Name: WILCO RAS
Project Number: WILCO RAS
Page Number: 1

Client Address:

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.
3/4" CONDUIT - EMT	70	100.61 C	70.43
3/4" CONN COMP STL - EMT	25	294.34 C	73.58
3/4" COUPLING COMP STL - EMT	25	339.64 C	84.91
3/4" CONDUIT - RMC - GALV	30	335.33 C	100.60
3/4" 1-H STRAP - RMC - STEEL	25	60.23 C	15.06
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	6	333.60 C	20.02
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	2	522.03 C	10.44
#10 THHN BLACK	2,000	297.19 M	594.38
1 5/8x 1 5/8x 12G STRUT SLOT GALV	10	715.61 C	71.56
30A 250V DSN SW FUSIBLE - NEMA 3R	1	384.75 E	384.75
30A FUSE 250V TIME DELAY CLASS RK5	1	7.50 E	7.50
Totals	**2,195**		**1,433.23**

Summary

General Materials		1,433.23
Total Material		**1,433.23**
AF ST (520)	(5.00 Hrs @ $48.59)	242.95
JW ST (520)	(15.00 Hrs @ $41.34)	620.10
APPRENTICE ST (520)	(13.00 Hrs @ $29.72)	386.36
PROJECT MANAGER	(1.00 Hrs @ $76.97)	76.97
Subtotal		**2,759.61**
Overhead	(@ 10.000 %)	275.96
Subtotal		**3,035.57**
Final Adjustment		0.43
Final Amount		**$3,036.00**

CLIENT ACCEPTANCE

ORIGINAL

SCHMIDT ELECTRIC

A Limited Partnership

9791 FM 1625 • Austin, Texas 78747
Phone: (512) 243-1450 • Fax (512) 243-0601

NO. 137

SERVICE WORK ORDER

Job No. 988-WILCO-Animal Shelter
Customer's Name Vaughn Construction
Billing Address
Description of Work Relocating power to Condenser for Freezer @ building 'H'.

Date 7/18/18 - 7/20/18
Cust P.O. No.

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE) — Date

MATERIAL AND EQUIPMENT

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
- 1	Nema 3 250V 3 ϕ Fusible Disconnect		
- 3	30 A fuses		
- 30'	3/4" rigid conduit		
- 10'	3/4" EMT Conduit		
-	Box 3/4" EMT connectors, couplings, & one-hole straps		
- 1	7/8" strut 10'		
- 1	1/4" x 1 3/8" Sleeve Anchors		
-	6' 3/4" Sealtight 1(2) 3/4" straight Seal-tight connectors		
- (4)	500' Spools #10 Stranded Black, Red, Blue, Green		

LABOR

DATE	NAME	REG HRS	OT HRS	DT HRS
7/18/18	Jeremy Tomashik	2		
7/18/18	James Whitt	8		
7/18/18	Angel Juarez	8		
7/19/18	Jeremy Tomashik	2		
7/19/18	James Whitt	5		
7/19/18	Angel Juarez	5		
7/20/18	Jeremy Tomashik	1		
7/20/18	Humberto Munoz	2		

BILLING CALCULATIONS

FOR OFFICE USE ONLY

RATE	AMOUNT	
		MATERIAL & EQUIPMENT
		LABOR (TAXABLE)
		MILEAGE
		TRUCK CHG ____ HRS @ ____
		RENTAL EQUIPMENT
		SUBCONTRACTS
		SUBTOTAL
		OVERHEAD ____ %
		SUBTOTAL
		PROFIT ____ %
		SUBTOTAL
		SALES TAX
		LABOR (NON-TAXABLE)
		TOTAL CHARGE ⇨

The Labor, Material and Equipment listed above were checked and approved by:

Schmidt Electric's Representative — Date 7/23/18

Customer's Representative — Date

Harkins Company

Mechanical Contractor

(512) 281-5577 Fax (512) 281-5588
618 Hwy 95 N Elgin, Texas 78621
TACLA27076C M39024

Change Order Proposal - 03

July 19, 2018

Vaughn Construction
Attn: Thomas Morrill

Project: Wilco Animal Shelter

RE: Relocate of Walk in Cooler Condensing Unit.

Harkins Company submits this change order proposal to provide the labor and materials to move the condensing unit for the walk in cooler. Included:

- Pump Down/Recharge Refrigerant.
- Piping disconnect/reconnect.
- Insulation on new piping.

Excluded: Electrical, Controls, Overtime.

Pump Down/Recharge:	$ 900.00
Labor:	$ 976.00
Materials:	$ 193.72
Insulation:	$ 53.00
Subtotal:	$2,122.72
OH&P (10%):	$ 212.27
TOTAL COST:	**$2,334.99**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 15, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0028

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Modified Light Pole Base per RFI 67 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0028

QUOTATION :

Item	Labor	Materials	Subs	Total
Modified Light Pole Base per RFI 67	$0.00	$0.00	$605.00	$605.00
Subcontractor Default Insurance	$0.00	$8.00	$0.00	$8.00
To be funded by CM Contingency	$0.00	$(613.00)	$0.00	$(613.00)
Totals	$0.00	$(605.00)	$605.00	$0.00

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

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/15/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 67

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Rodney Wilson

Date: 07/13/2018

Required By: 07/20/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: Location of light pole pier in the gravel

Spec. Section:

Drawing Number:

Other Reference:

Question:
The footing for the light pole located north of the New Adoption buildings parking lot next to the retaining wall is in the gravel backfill.

Proposed Answer:
A spread footing will be provided at this location.
Please provide a confirmation on this matter

Answer:

A spread footing may be used per the attached detail.

Cassandra Marinos, MSE
07-23-2108

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

MATRIX STRUCTURAL ENGINEERS

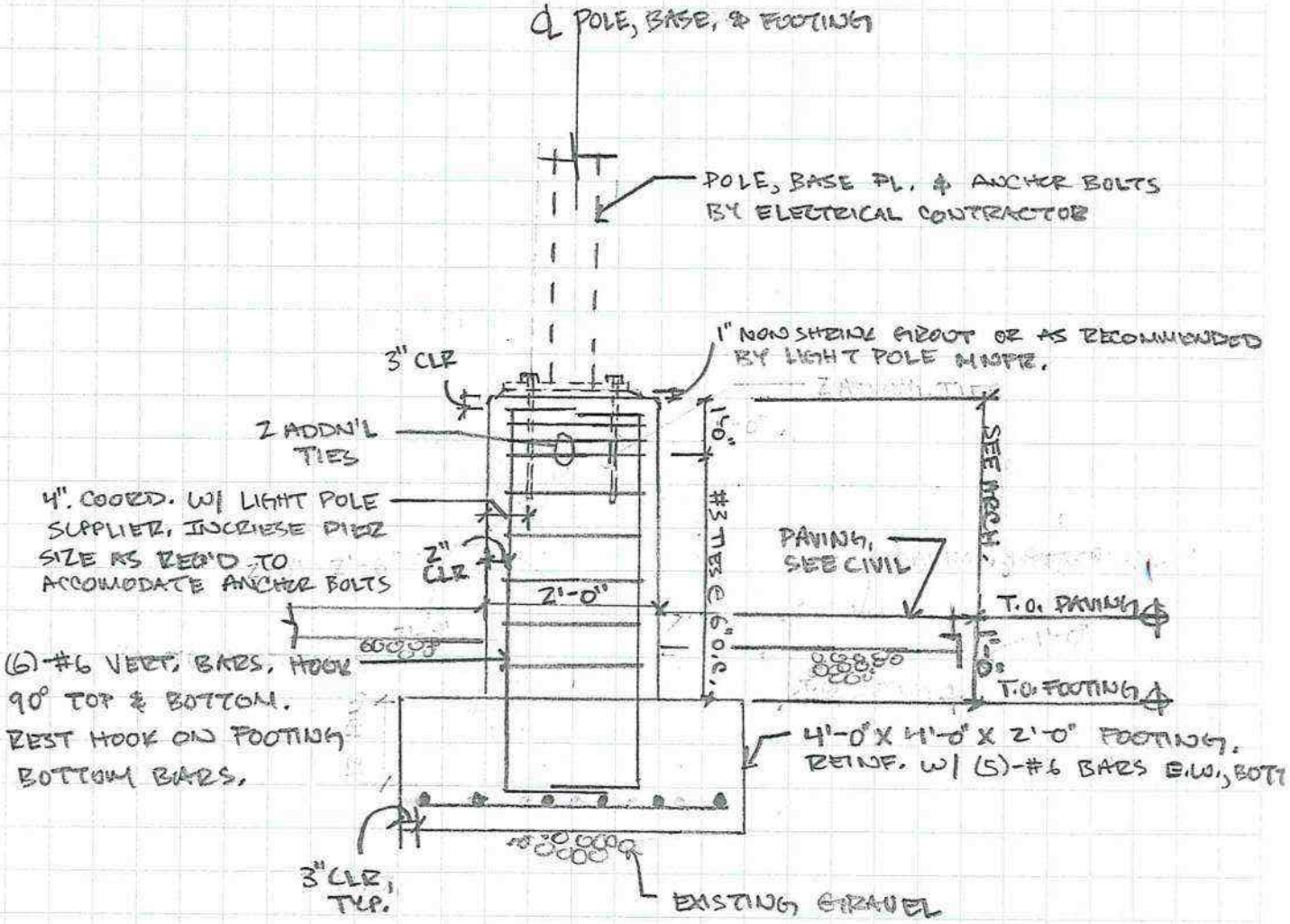
CLIENT: ISA

JOB NAME: NILCO - BF167

JOB NO. 170005 DATE: 07/23/2018

ENGINEER: CM SHEET NO.: 1/1

TBPE Firm Registration No. F-2640



LIGHT POLE SPREAD FOOTING AT GRAVEL BASE

CHASCO CONSTRUCTORS

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

17207 - WILCO ANIMAL SHELTER - CHANGE ORDER FOR LIGHT POLE FOOTING

07/25/18

DESCRIPTION	Q'TY	UNIT	TOTAL BID
LIGHT POLE BASE IN CONTRACT	(1)	EA	$ (1,050.00)
MODIFIED LIGHT POLE BASE PER RFI 67	1	EA	$ 1,600.00
		TOTAL COST	$ 550.00
		10% OH & P	$ 55.00
			$ 605.00

VAUGHN
CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 13, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0029

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Relocating Light Poles Per RFI 53 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0029

QUOTATION :

Item	Labor	Materials	Subs	Total
Relocating Light Poles Per RFI 53	$0.00	$0.00	$3,651.00	$3,651.00
Subcontractor Default Insurance	$0.00	$46.00	$0.00	$46.00
CM Fee	$0.00	$126.00	$0.00	$126.00
To be funded by Owners Contingency	$0.00	$(3,823.00)	$0.00	$(3,823.00)
Totals	$0.00	$(3,651.00)	$3,651.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/13/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 53

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Rodney Wilson

Date: 06/11/2018

Required By: 06/18/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: Lighting pole reinforcement and locations

Spec. Section:

Drawing Number: C.13

Other Reference:

Question:
1) Civil page 13 shows the lighting pole detail but has no information on the reinforcement for the base

2) Please verify the locations of the lighting poles

Proposed Answer:
Please provide the details for reinforcement of lighting pole base and verify locations

---

Answer:

See attached sketch 'SK-01' which issues new detail 11/S3.05 for the typical site light pole foundation.

Revised drawing sheet A1.01 is attached. Red-boxed dimensions locating the Center Lines of the new site lighting pole foundations are furnished.

John Benham, AIA

Jackson & Ryan Architects
06/18/18

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 53

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Rodney Wilson

Date: 06/11/2018

Required By: 06/18/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: Lighting pole reinforcement and locations

Spec. Section:

Drawing Number: C.13

Other Reference:

Question:
1) Civil page 13 shows the lighting pole detail but has no information on the reinforcement for the base

2) Please verify the locations of the lighting poles

Proposed Answer:
Please provide the details for reinforcement of lighting pole base and verify locations

---

Answer:

Coordinate with civil and or structural for the required details.
See revised E1.00 for revised location of light pole per confirmation of existing pole height.
Fina dimensions and exact location to be coordinated with civil.

06/20/2018
Mark Green, P.E.
Shah Smith & Associates, Inc.
TX Registration #F-2113

Very truly yours,

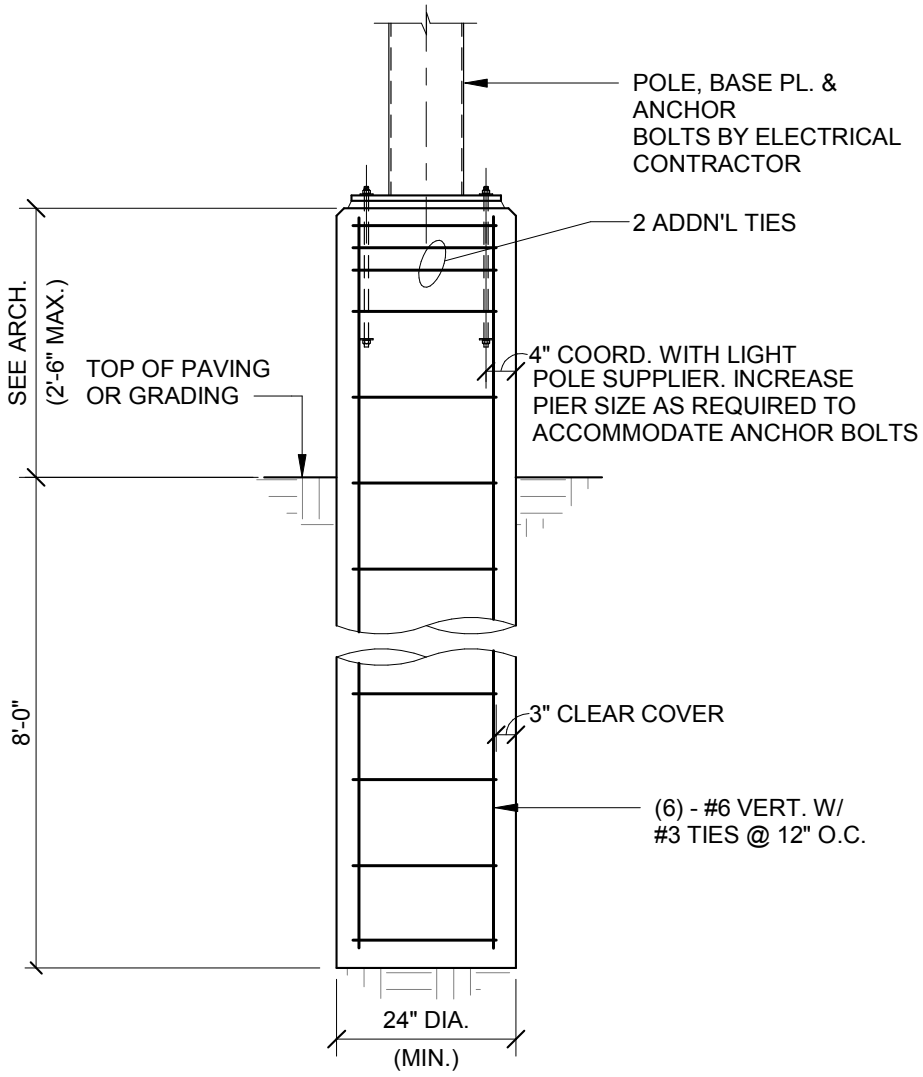
VAUGHN CONSTRUCTION

Attachments:

CC:

NOTES:

1. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI WITH A MAXIMUM AGGREGATE SIZE OF 3/4" AND A MAXIMUM WATER / CEMENT RATIO OF 0.54.
2. ALL REINFORCEMENT SHALL CONFORM TO ASTM A615, GR. 60.
3. ASSUMPTIONS FOR FOUNDATION DESIGN INCLUDE A 5", 25 FT. POLE W/ FIXTURES AND A MAXIMUM EQUIV. PROJECTED AREA OF 5 SQ. FT.
4. SEE ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



TYPICAL DETAIL LIGHT POLE FOUNDATION

SEAL

Matrix Structural Engineers
TBPE Firm Registration No. F-2640

STATE OF TEXAS
MOYEENUL HAQUE
72876
REGISTERED PROFESSIONAL ENGINEER
06/18/18

MATRIX STRUCTURAL ENGINEERS

5177 RICHMOND AVENUE
SUITE 670
HOUSTON, TEXAS 77056
PHONE: (713) 664-0130
FAX: (713) 664-1370
E-MAIL: cadfiles@matrixstructural.com
MSE - 17005

SCALE: N.T.S.

REF: 11/S3.05

ARCHITECT: JACKSON & RYAN ARCHITECTS

PROJECT: WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

JOB NUMBER: 16042

Date: 06/18/2018
Drawn by: KN
Check by: CM

Revision: RFI-053

Drawing No.
SK-01

Copyright © 2008 Matrix Structural Engineers

PROCEED CHANGE ORDER PROPOSAL

Date: 7-30-18

To: Jay McGilton
Vaughn Construction
C# 512.820.2308

Project Name: Williamson Co. Regional Animal Shelter
Project Number: 249101-0007
SEC Project Number: 988

Description of Work: PCO #9 (Re-route site lighting)

Scope:

- Re-route site lighting after architect moved locations that were different from the original locations that had already been dug and conduit installed.

Total Cost: $3,651.00

Exclusions and Clarifications:

i. All work was performed utilizing union labor during normal business hours.
ii. This Change Proposal covers direct cost only and we reserve the right to claim for impact and consequential costs.

This work has been completed as authorized. A formal Change Order for this work must be received within ten (10) working days in order to continue with other field directed work.

Sincerely,

Donny Hammers
Project Manager
PCO #9 - Rev #0

CHANGE NOTICE

Schmidt Electric
9701 FM 1625
Austin, TX 78747

CCN #	**9**
Date:	8/10/2018
Project Name:	WILCO RAS
Project Number:	WILCO RAS
Page Number:	1

Client Address:

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.
1/2" CONDUIT - EMT	100	64.25 C	64.25
1" ELBOW 45 DEG - RMC - GALV	8	1,232.00 C	98.56
1" CONDUIT - PVC80	100	86.44 C	86.44
1" COUPLING - PVC	20	41.83 C	8.37
1" ADAPTER FEM - PVC	16	72.33 C	11.57
PVC CEMENT STANDARD (1-QUART)	1	17.06 E	17.06
3/4"x 66' CODE TAPE - YEL	2	5.11 E	10.22
Backhoe work	10	125.00 E	1,250.00
Totals	**257**		**1,546.47**

Summary

General Materials		1,546.47
Total Material		**1,546.47**
AF ST (520)	(13.00 Hrs @ $48.59)	631.67
AF OT (520)	(1.50 Hrs @ $69.56)	104.34
JW ST (520)	(11.00 Hrs @ $41.34)	454.74
APPRENTICE ST (520)	(17.00 Hrs @ $29.72)	505.24
PROJECT MANAGER	(1.00 Hrs @ $76.97)	76.97
Subtotal		**3,319.43**
Overhead	(@ 10.000 %)	331.94
Subtotal		**3,651.37**
Final Adjustment		-0.37
Final Amount		**$3,651.00**

CLIENT ACCEPTANCE

ORIGINAL

SCHMIDT ELECTRIC #738

A Limited Partnership

9701 FM 1625 • Austin, Texas 78747
Phone: (512) 243-1450 • Fax (512) 243-0601

NO. 738

SERVICE WORK ORDER

Job No. 988 - WILCO Animal Shelter

Customer's Name Vaughn Construction

Billing Address

Date 7/20/18 - 7/25/18

Cust P.O. No.

Description of Work Recruting Site lighting due to Architect moving poles

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE) Date

MATERIAL AND EQUIPMENT

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
-8	1" rigid elbows / (16) 1" PVC females		
-20	1" PVC couplings		
-100'	1/2" EMT conduit (Safety barricades Excavations)		
-(2)	rolls caution tape		
-1	Bag rebar caps (McCoys)		
-1	Qunat Glue & Cleaner		
-100'	1" PVC Conduit		

LABOR

DATE	NAME	REG HRS	OT HRS	DT HRS
7/20/18	Jeremy Tomastik	8 -		
7/20/18	James Whitt	8 -		
7/20/18	Angel Juarez	8 -		
7/20/18	Baber Bachbe	6 -		
7/23/18	Jeremy Tomastik	3 -	1.5 -	
7/23/18	James Whitt	3 -		
7/23/18	Angel Juarez	5 -		
7/23/18	Baber Bachbe	4 -		
7/24/18	Jeremy Tomastik	1 -		
7/24/18	Angel Juarez	2 -		
7/25/18	Jeremy Tomastik	1 -		
7/25/18	Angel Juarez	2 -		

BILLING CALCULATIONS

FOR OFFICE USE ONLY

RATE	AMOUNT		
		MATERIAL & EQUIPMENT	
		LABOR (TAXABLE)	
		MILEAGE	
		TRUCK CHG ____ HRS @ ____	
		RENTAL EQUIPMENT	
		SUBCONTRACTS	
		SUBTOTAL	
		OVERHEAD ____ %	
		SUBTOTAL	
		PROFIT ____ %	
		SUBTOTAL	
		SALES TAX	
		LABOR (NON-TAXABLE)	
		TOTAL CHARGE ⇨	

The Labor, Material and Equipment listed above were checked and approved by:

Schmidt Electric's Representative

7/25/18
Date

Customer's Representative

Date

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

August 13, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0030

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Increasing CMU wall width per RFI 72 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0030

QUOTATION :

Item	Labor	Materials	Subs	Total
Increasing CMU wall width per RFI 72	$0.00	$0.00	$8,173.00	$8,173.00
Subcontractor Default Insurance	$0.00	$102.00	$0.00	$102.00
To be funded by CM Contingency	$0.00	$(8,275.00)	$0.00	$(8,275.00)
Totals	$0.00	$(8,173.00)	$8,173.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/13/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 72

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Rodney Wilson

Date: 07/26/2018

Required By: 08/02/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: Wall Width Change on A.3-3.01.d

Spec. Section:

Drawing Number: A.3-3.01.d

Other Reference:

Question:
The wall between rooms 318/317 and 310/312 need to widen to a 10" wall to accommodate for plumbing.

Proposed Answer:
Please confirm that this is acceptable

Answer:

The widening of the noted walls is acceptable. Arch will update drawings A.3-3.01 and A.3-3.01.d for Record under separate cover.

John Benham, AIA
Jackson & Ryan Architects

07/31/18

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

BRAZOSMASONRY

SINCE 1989

July 31, 2018

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

PROJECT: Williamson County Regional Animal Shelter
LOCATION: Georgetown TX

CHANGE ORDER PROPOSAL

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

DESCRIPTION OF CHANGE:

This price is for RFI 73

Per: BMI Pricing Request:# 02

ITEM	QUANTITY	UNIT OF MEASURE	U/P LABOR	TOTAL LABOR	U/P MAT	TOTAL MAT	TOTAL
Superintendent	3	HRS.	$ 34.00	$102.00			$102.00
Masons	8	HRS.	$ 26.00	$208.00			$208.00
Labor	8	HRS.	$ 16.00	$128.00			$128.00
6" grey block	275	ea.	$ 5.81	$1,597.75	$ 1.11	$305.25	$1,903.00
4" grey block	275	ea.	$ 5.81	$1,597.75	$ 0.92	$253.00	$1,850.75
Grey Mortar	10	ea.	$ -	$0.00	$ 11.65	$116.50	$116.50
Sand	2	tons	$ -	$0.00	$ 32.00	$64.00	$64.00
Grout (material and labor)	1	yds.	$ 85.00	$85.00	$ 85.00	$85.00	$170.00
Joint reinforcement, anchors, access., misc.	489	sq. ft.			$ 0.95	$464.55	$464.55
Misc. Equipment, materials, access.	36	hrs.			$ 20.25	$729.00	$729.00
Forklift	7	day			$ 68.14	$477.00	$477.00
SUB TOTAL				$3,718.50		$2,494.30	$6,212.80
LABOR BURDEN @	36.00%						$1,338.66
MATERIAL TAX	0.00%						$0.00
SUB TOTAL							$7,551.46
OVERHEAD @	5.00%						$310.64
PROFIT @	5.00%						$310.64
GRAND TOTAL					**Add**		$8,173.00

Duration of Working Days ADDED to Contract Schedule: 7.00

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

Sincerely,
Brazos Masonry, Inc.

Jerrad Bohannon

Jerrad Bohannon
Project Manager

VAUGHN
CONSTRUCTION

1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

August 31, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0031

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Light Fixture changes due to Engineer's review comments on Lighting Fixtures for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0031

QUOTATION :

Item	Labor	Materials	Subs	Total
Light Fixture changes due to Engineer's review comments on Lighting Fixtures	$0.00	$0.00	$2,824.00	$2,824.00
Subcontractor Default Insurance	$0.00	$35.00	$0.00	$35.00
To Be Funded by CM Contingency	$0.00	$(2,859.00)	$0.00	$(2,859.00)
Totals	$0.00	$(2,824.00)	$2,824.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/31/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

PRICE ONLY PROPOSAL

Date: 8-10-18

To: Jay McGilton
Vaughn Construction
C# 512.820.2308

Project Name: Williamson Co. Regional Animal Shelter
Project Number: 249101-0007
SEC Project Number: 988

Description of Work: PCO #11 (Engineer changes from submittal)

Scope:

Following changes are due to Engineer's changes on Lighting submittals:

-Add (2) LG1-E light fixtures
-Add (14) downlight components to LK/LK-E light fixtures
~~-Change site lighting fixtures to Elcast "AR" series~~

Cost: ~~$9,974.00~~ 2,824.00

Exclusions and Clarifications:

i. All work will be performed utilizing union labor during normal business hours.
ii. This Change Proposal covers direct cost only and we reserve the right to claim for impact and consequential costs.
iii. Excludes any cutting, patching and painting of existing surfaces.

No work will be started until a fully executed Contract, Change Order or Notice to Proceed is received. This proposal is valid for 30 days.

Sincerely,

Donny Hammers
Project Manager
PCO #11 - Rev #0

CHANGE NOTICE

Schmidt Electric
9701 FM 1625
Austin, TX 78747

CCN #	**11**
Date:	8/13/2018
Project Name:	WILCO RAS
Project Number:	WILCO RAS
Page Number:	1

Client Address:

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.
Added LG1-E lights	2	475.00 E	950.00
Add components to LK/LKE lights	14	110.00 E	1,540.00
~~Change site lighting fixtures~~	~~10~~	~~650.00 E~~	~~6,500.00~~
Totals	~~**26**~~ 16		~~**8,990.00**~~ 2,490.00

Summary

General Materials		2,490.00 ~~8,990.00~~
Total Material		2,490.00 ~~**8,990.00**~~
PROJECT MANAGER	(1.00 Hrs @ $76.97)	76.97
Subtotal		2,566.97 ~~**9,066.97**~~
Overhead	(@ 10.000 %)	256.70 ~~906.70~~
Subtotal		2,823.67 ~~**9,973.67**~~
Final Adjustment		0.33
Final Amount		2,824.00 ~~**$9,974.00**~~

CLIENT ACCEPTANCE

CCN #: 11
Final Amount:$9,974.00
Name:
Date:
Signature:
Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

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

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Court Agenda Date	Party of Initiation	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
				Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP			-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1	4/24/2018	Contractor	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1	4/24/2018	Contractor	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1	4/24/2018	Contractor	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1	4/24/2018	Architect	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1	4/24/2018	Architect	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals				**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6	OCO 2	5/1/2018	Architect	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO 2	5/1/2018	Contractor	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO 2	5/1/2018	Contractor	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO 2	5/1/2018	Contractor	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO 2	5/1/2018	Contractor	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
OCO 2 Totals				**0**	**0**	**$13,688**	**($11,752)**	**($2,297)**	**$284**	**$77**	**$0**	**$9,499,295**
11	OCO 3	6/19/2018		0	0	$5,028	$0	($5,201)	$0	$173	$0	$9,499,295
12	OCO 3	6/19/2018		0	0	$15,199	$0	($15,912)	$189	$524	$0	$9,499,295
13	OCO 3	6/19/2018		0	0	$825	$0	($853)	$0	$28	$0	$9,499,295
14	OCO 3	6/19/2018		0	0	$726	$0	($751)	$0	$25	$0	$9,499,295
15	OCO 3	6/19/2018		0	0	$1,278	($1,294)	$0	$16	$0	$0	$9,499,295
16	OCO 3	6/19/2018		0	0	$5,085	$0	($5,324)	$64	$175	$0	$9,499,295
17	OCO 3	6/19/2018		0	0	$4,752	$0	($4,975)	$59	$164	$0	$9,499,295
OCO 3 Totals				**0**	**0**	**$32,893**	**($1,294)**	**($33,016)**	**$328**	**$1,089**	**$0**	**$9,499,295**
18	OCO 4	7/24/2018		0	0	$225	$0	($233)	$0	$8	$0	$9,499,295
19	OCO 4	7/24/2018		0	0	$1,037	($1,050)	$0	$13	$0	$0	$9,499,295
20	OCO 4	7/24/2018		0	0	$9,202	$0	($9,634)	$115	$317	$0	$9,499,295
21	OCO 4	7/24/2018		0	0	$90	$0	($93)	$0	$3	$0	$9,499,295
OCO 4 Totals				**0**	**0**	**$10,554**	**($1,050)**	**($9,960)**	**$128**	**$328**	**$0**	**$9,499,295**
22	OCO 5	9/4/2018		0	0	$5,251	$0	$0	$181	$0	$0	$9,499,295
23	OCO 5	9/4/2018		0	0	$7,574	$0	$95	$265	$0	$0	$9,499,295
24	OCO 5	9/4/2018		0	0	$1,778	$0	$0	$61	$0	$0	$9,499,295
25	OCO 5	9/4/2018		0	0	$2,525	$0	$0	$87	$0	$0	$9,499,295
26	OCO 5	9/4/2018		0	0	$5,392	($5,392)	$0	$0	$0	$0	$9,499,295
OCO 5 Totals				**0**	**0**	**$22,520**	**($5,392)**	**$95**	**$594**	**$0**	**$0**	**$9,499,295**
27	OCO 6		Contractor	0	0	$5,371	$0	($5,594)	$38	$185	$0	$9,499,295
28	OCO 6		Contractor	0	0	$605	($613)	$0	$8	$0	$0	$9,499,295
29	OCO 6		Contractor	0	0	$3,651	$0	($3,823)	$46	$126	$0	$9,499,295
30	OCO 6		Contractor	0	0	$8,173	($8,275)	$0	$102	$0	$0	$9,499,295
31	OCO 6		Contractor	0	0	$2,824	($2,824)	$0	$35	$0	$0	$9,499,295
OCO 6 Totals				**0**	**0**	**$20,624**	**($11,712)**	**($3,823)**	**$229**	**$126**	**$0**	**$9,499,295**
32										$0	$0	$9,499,295
33										$0	$0	$21,530,927
34										$0	$0	$9,499,295
35										$0	$0	$9,499,295
36										$0	$0	$9,499,295
37										$0	$0	$9,499,295
38										$0	$0	$9,499,295
Current Amounts				**0**	**0**	**$7,734,270**	**$214,673**	**$243,112**	**$1,035,200**	**$272,040**	**$9,499,295**	**$9,499,295**

Commissioners Court - Regular Session **27.**

Meeting Date: 09/18/2018

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

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Hilltop Vista subdivision - Precinct 3.

Background

This proposed subdivision consists of 5 lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Hilltop Vista

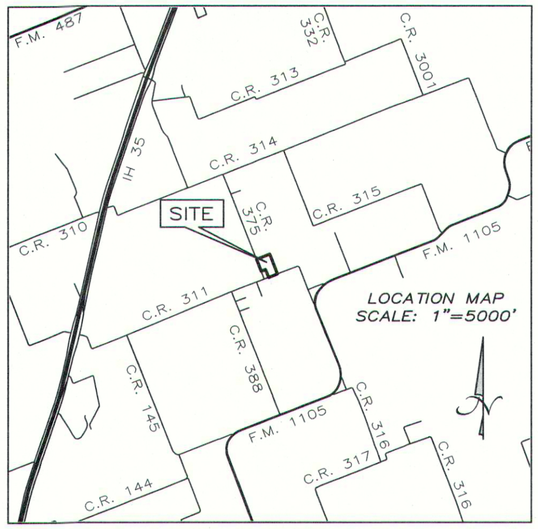
Form Review

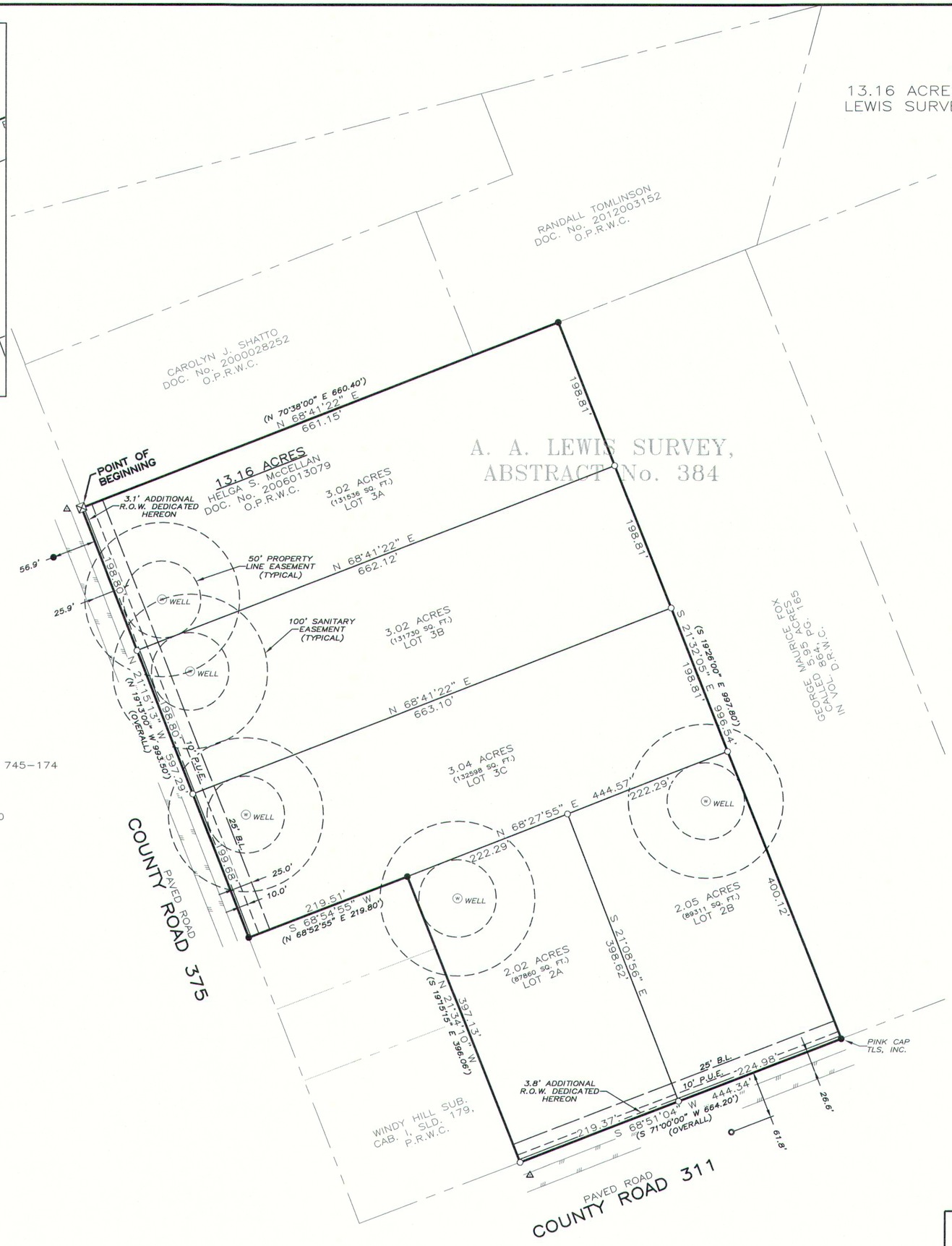
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:48 AM
Form Started By: Adam Boatright		Started On: 09/13/2018 10:36 AM
Final Approval Date: 09/13/2018		

FINAL PLAT OF:

HILLTOP VISTA

13.16 ACRES, MORE OR LESS, OUT OF THE A. A. LEWIS SURVEY, ABSTRACT No. 384, IN WILLIAMSON COUNTY, TEXAS.





100 0 100 200

Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

FINAL PLAT OF:
HILLTOP VISTA

OWNERS: RUDY MCCLELLAN &
HELGA MCCLELLAN
3631 WHISPERING BROOK DRIVE
KINGWOOD, TX
77345

ACREAGE: 13.16 ACRES
SURVEY: A. A. LEWIS SURVEY,
ABSTRACT NO. 384

NO. OF BLOCKS: 1
NO. OF LOTS: 5
NEW STREETS: None
SUBMISSION DATE: 01-12-17
RESUBMISSION DATE: 08-18-2017
3rd SUBMISSION DATE: 10-11-2017
4th SUBMISSION DATE: 3-2-2018
FINAL SUBMISSION DATE: 6-14-2018

SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
512-930-1600 – phone
512-930-9389 – fax

ENGINEER: Migl Engineering and Consulting
9600 Escarpment Boulevard, Suite 745-174
Austin, Texas 78749
512-750-0440 – phone

ENGINEER: WWD Engineering
9217 West Highway 290, Suite 110
Austin, Texas 78736
512-288-2111 – phone

LEGEND	
●	1/2" IRON ROD NO CAP FOUND (UNLESS OTHERWISE NOTED)
⊠	CONCRETE MONUMENT FOUND
⚬	2" PIPE FENCE CORNER POST FOUND
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
+	CALCULATED POINT
///	PAVEMENT
⌀	UTILITY POLE
— E —	ELECTRIC LINES
ⓒ	CLEANOUT
ⓔ	ELECTRIC
ⓦ	WATER METER
⊙	APPROXIMATE WELL LOCATION
( )	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE
O.S.S.F.	ON SITE SEWAGE FACILITY
F.F.E.	FIRST FLOOR ELEVATION
E.O.A.	EDGE OF ASPHALT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

PROPOSED CULVERT TABLE		
LOT NO.	CULVERT DIAMETER	CULVERT LENGTH
2A	2 – 35"x24"	22' Minimum
2B	2 – 35"x24"	22' Minimum
3A	18"	22' Minimum
3C	18"	22' Minimum

PERIMETER FIELD NOTES

Being 13.16 acres of land, more or less, out of the A. A. Lewis Survey, Abstract No. 384, Willaimson County, Texas, being a tract called 15.14 acres save and except 2 acres per deed recorded in Volume 671, Page 708, Deed Records, Williamson County, Texas, in a deed conveyed to Helga S. McClellan, recorded in Document No. 2006013079, Official Public Records, Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING: at a concrete monument found in the east line of County Road 375, marking the southwest corner of a tract conveyed to Carolyn J. Shatto, by deed recorded in Document No. 2000028252, of said Official Public Records, for the northwest corner of this tract;

THENCE: N 68°41'22" E, 661.15 feet in part with the south line of said Shatto tract to a 1/2 inch iron rod found in the south line of a tract conveyed to Randall Tomlinson, by deed recorded in Document No. 2012003152, of said Official Public Records, marking the northwest corner of a tract conveyed to George Maurice Fox, by deed recorded in Volume 864, Page 165, of said Deed Records, for the northeast corner of this tract;

THENCE: S 21°32'05" E, 996.54 feet with the west line of said Fox tract to a 1/2 inch iron rod with pink cap stamped "TLS INC." found in the north line of County Road 311, marking the southwest corner of said Fox tract, for the southeast corner of this tract;

THENCE: S 68°51'04" W, 444.34 feet with the north line of said County Road 311 to a 1/2 inch iron rod with pink cap stamped "TLS INC." set, marking the southeast corner of Windy Hill Subdivision, said plat recorded in Cabinet I, Slide 179, Plat Records, Williamson County, Texas, for an angle point of this tract;

THENCE: N 21°34'10" W, 397.13 feet with the east line of said Windy Hill Subdivision to a 1/2 inch iron rod found, marking the northeast corner of said Windy Hill Subdivision, for an angle point of this tract;

THENCE: S 68°54'55" W, 219.51 feet with the north line of said Windy Hill Subdivision to a 1/2 inch iron rod found in the east line of said County Road 375, marking the northwest corner of said Windy Hill Subdivision, for the southwest corner of this tract;

THENCE: N 21°15'13" W, 597.29 feet with the east line of said County Road 375 to the Point of Beginning.

SHEET 1 OF 2

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

PROJECT No. 16570

FINAL PLAT OF:

HILLTOP VISTA

13.16 ACRES, MORE OR LESS, OUT OF THE A. A. LEWIS SURVEY, ABSTRACT No. 384, IN WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

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

I, Rudy McClellan, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2006013079 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **HILLTOP VISTA**.

TO CERTIFY WHICH, WITNESS by my hand this 25 day of August, 20 18

Rudy McClellan
3631 Whispering Brook Drive
Kingwood, TX 77345

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

Before me, the undersigned authority, on this day personally appeared Rudy McClellan, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 25th day of August, 20 18

Notary Public in and for the State of Texas
My Commission expires on: 02/23/2021.

ARELY LOPEZ
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 02/23/2021
NOTARY ID 13101696-7

OWNER'S CERTIFICATION:

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

I, Helga McClellan, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2006013079 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract as shown, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **HILLTOP VISTA**.

TO CERTIFY WHICH, WITNESS by my hand this 25th day of August, 20 18

Helga McClellan
3631 Whispering Brook Drive
Kingwood, TX 77345

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

Before me, the undersigned authority, on this day personally appeared Helga McClellan, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 25th day of August, 20 18

Notary Public in and for the State of Texas
My Commission expires on: 02/23/2021.

ARELY LOPEZ
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 02/23/2021
NOTARY ID 13101696-7

PLAT NOTES:

1. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.
2. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owning to property defects or negligence not attributed to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
3. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
4. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
5. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
6. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes withih county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
7. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as F.E.M.A. revises or newly adopts floodplain boundaries in this area.
8. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
9. Landscaping is prohibited within the County Road right-of-way.
10. Water service for this subdivision will be provided by a private water well.
11. Sewer service for this subdivision will be provided by On-Site Sewage Facilities.
12. Improvements within the County road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
13. All sidewalks are to be maintained by each of the adjacent property owners.

SURVEYOR'S CERTIFICATION

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision.

TO CERTIFY WHICH, WITNESS my hand and seal at Williamson County, Texas.

Texas, this 5th day of September 20 18

Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

STATE OF TEXAS
REGISTERED TO
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION:

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

I, Tammi Migl, Registered Professional Engineer in the State of Texas, do hereby certify that this tract is not located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area inundated by 100 year Flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community Panel Number 48491C0150 E, effective date September 26, 2008.

Tammi Migl — 9/5/18 Date
Licensed Professional Engineer No. 92607
State of Texas

STATE OF TEXAS
TAMMI R. MIGL
92607
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this 28th day of August, 20 18 A.D.

Teresa Baker
Teresa Baker
Williamson County Addressing Coordinator

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES APPROVAL

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

J. Terron Evertson, PE, DR, CFM
County Engineer

9/6/18
Date

COUNTY JUDGE'S APPROVAL

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

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

Dan A. Gattis, County Judge
Williamson County, Texas

COUNTY CLERK'S APPROVAL:

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

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

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

_____, Clerk
County Court of Williamson County, Texas

SHEET
2 OF 2

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
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TBPLS FIRM NO.10056200

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Commissioners Court - Regular Session **28.**

Meeting Date: 09/18/2018

Discuss consider and take appropriate action on approval of the final plat for the Lennice John 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 Lennice John subdivision - Precinct 4.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Lennice John

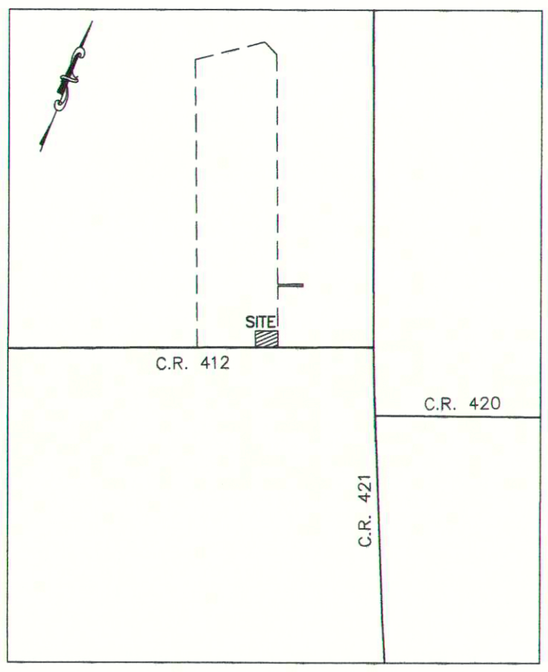
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:13 AM
Form Started By: Adam Boatright		Started On: 09/13/2018 10:47 AM
Final Approval Date: 09/13/2018		

FINAL PLAT
LENNICE JOHN SUBDIVISION

25 0 25 50
SCALE 1" = 50'

LEGEND	
⊙	1" IRON PIPE FOUND
⊙	1/2" IRON ROD WITH PLASTIC CAP SET STAMPED "INLAND-5050"
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND STAMPED "INLAND C.A LLC"
●	1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
	MAILBOX
	POWER POLE
	DOWN GUY
Co.	CLEANOUT
	ELECTRICAL METER
P.O.B.	POINT OF BEGINNING
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION



LOCATION MAP
NOT TO SCALE

P.J. MAHAN SURVEY
ABSTRACT NO. 451

(N57°05'00"E 836.70')

(S62°30'00"E 200.00')

(N19°11'00"W 3346.40')

(S19°00'00"E 2669.20')

(N71°00'00"E 293.00')

(S71°00'00"W 293.00')

(S19°00'00"E (24.00')

(N19°00'00"W 709.40')
N21°59'07"W 503.93'
(N21°58'59"W 693.72')

DAVID KNAPEK, a/k/a
DAVID R. KNAPEK and wife
LORETTA KNAPEK, a/k/a/
LORETTA KUBICEK KNAPEK
TRACT 2
(36.631 AC.)
DOC. NO. 2017038498
O.P.R.W.C.T.

LENNICE L. JOHN
REMAINDER OF 75 ACRE
TRACT
(EXHIBIT "A")
DOC. NO. 9606485
O.R.W.C.T.

KELLY KRUSE AND WIFE,
PENNY KRUSE
(22.00 AC.)
DOC. NO. 2016119182
O.P.R.W.C.T.

GRID COORDINATES
N:10196801.71
E:3240768.47

N68°25'35"E 260.00'

LOT 1
(1.134 AC.)

N21°59'07"W 190.00'

S21°59'07"E 190.00'

+/- N06°30'W, 4350' To Northeast Corner P. J. Mahan Survey

25' BUILDING LINE

GRID COORDINATES
N:10196625.55
E:3240839.59

1100'+/- To West ROW Line CR 421

S68°25'35"W 674.45'
EXISTING R.O.W.
(S68°25'12"W 934.45')

S68°25'35"W 260.00'

N68°25'08"E 121.83'

P.O.B.

WILLIAMSON COUNTY
(0.315 AC.)
DOC. NO. 2002029722
& 2002060334
O.P.R.W.C.T.

ASPHALT

N21°41'41"W
80.15'

C.R. 412
(80' R.O.W. WIDTH)

EXISTING R.O.W.

GENERAL INFORMATION:	
OWNER:	LENNICE L. JOHN 3101 COUNTY ROAD 412 TAYLOR, TX 76574
SURVEYOR:	INLAND GEODETICS, LLC 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681
TOTAL NUMBER OF LOTS:	1
TOTAL ACREAGE:	1.134 AC. (49,399 SQ. FT.)
PATENT SURVEY:	P.J. MAHAN SURVEY ABSTRACT 451
DATE OF PREPARATION:	03/21/2018
SUBMITTAL DATE:	06/13/2018

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

FINAL PLAT
LENNICE JOHN SUBDIVISION

LEGAL DESCRIPTION

DESCRIPTION OF A 1.134 ACRE (49,399 SQUARE FOOT) TRACT OF LAND SITUATED IN THE P.J MAHAN SURVEY, ABSTRACT NO. 451, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 75 ACRE TRACT OF LAND (EXHIBIT "A") DESCRIBED IN CASH WARRANTY DEED TO LENNICE L. JOHN IN DOCUMENT NO. 9606485 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.134 ACRE (49,399 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "INLAND C.A. LLC." FOUND IN THE EXISTING NORTHERLY RIGHT-OF-WAY (ROW) LINE OF COUNTY ROAD (C.R.) 412, (80' ROW WIDTH), BEING THE SOUTHWESTERLY CORNER OF A 36.631 ACRE TRACT (TRACT 2) OF LAND DESCRIBED IN A OWELTY OF PARTITION TO DAVID KNAPEK, A/K/A DAVID R. KNAPEK AND WIFE, LORETTA KNAPEK, A/K/A, LORETTA KUBICEK KNAPEK IN DOCUMENT NO. 2017038498 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHEASTERLY CORNER OF SAID 75 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, AND FROM WHICH A ½" IRON ROD FOUND FOR AN ANGLE POINT IN THE NORTHERLY ROW LINE OF SAID CR 412 BEARS N68°25'08"E AT A DISTANCE OF 121.83 FEET;

1) THENCE, DEPARTING SAID 36.631 ACRE TRACT, WITH SAID EXISTING NORTHERLY ROW LINE, SAME BEING THE SOUTHERLY BOUNDARY LINE OF SAID 75 ACRE TRACT, S68°25'35"W, FOR A DISTANCE OF 260.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "INLAND-5050" SET, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND FROM WHICH A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "INLAND C.A. LLC" FOUND, FOR THE SOUTHWESTERLY CORNER OF SAID 75 ACRE TRACT, SAME BEING THE SOUTHEASTERLY CORNER OF THAT CALLED 22 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO KELLY KRUSE AND WIFE, PENNY KRUSE IN DOCUMENT NO. 2016119182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS BEARS S68°25'35"W, AT A DISTANCE OF 674.45 FEET;

THENCE, DEPARTING SAID EXISTING NORTHERLY ROW LINE, THROUGH THE INTERIOR OF SAID 75 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

2) N21°59'07"W, FOR A DISTANCE OF 190.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "INLAND-5050" SET, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

3) N68°25'35"E, FOR A DISTANCE OF 260.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "INLAND-5050" SET, BEING IN THE COMMON BOUNDARY LINE OF SAID 36.631 ACRE TRACT, AND SAID 75 ACRE TRACT, FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND FROM WHICH A 1 INCH IRON PIPE FOUND FOR AN ELL CORNER IN SAID COMMON BOUNDARY LINE BEARS N21°59'07"W, AT A DISTANCE OF 503.93 FEET;

4) THENCE, WITH SAID COMMON BOUNDARY LINE, S21°59'07"E, FOR A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.134 ACRES (49,399 SQUARE FEET) OF LAND, MORE OR LESS.

PROFESSIONAL SURVEYORS CERTIFICATE

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

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

Lawrence M. Russo 08/23/2018

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

NO PORTION OF LOT 1 IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OR ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL # 48491C0575E DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS.

Owner's Dedication

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

I, Lennice L. John of the certain tract of land shown hereon and described in a deed recorded in Document No. 9606485 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as Lennice John Subdivision.
TO CERTIFY WHICH, WITNESS by my hand this 4 day of Sept, 2018.

Lennice John By Bruce John POA Lennice L. John
Owner
3101 COUNTY ROAD 412
TAYLOR, TX 76574

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Bruce John, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the 4 day of Sept, 2018.

Carolyn R Cayson
NOTARY PUBLIC in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS — CAROLYN R CAYSON My Commission Expires October 3, 2018

Owner's Responsibilities

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

Road Name and 911 Addressing Approval

Road name and address assignments verified this the 6th day of September, 2018 A.D.

Williamson County Addressing Coordinator Teresa Bak
Teresa Baker

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES

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

J. TERRON EVERTSON, PE, DR, CFM 9/6/18
COUNTY ENGINEER DATE

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

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

3) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER

NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 0.9998834

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) THIS PROPERTY DOES NOT LIE WITHIN ANY ETJ OR CITY LIMITS.

4) RIGHT OF WAY EASEMENT TO SW. MILAM WATER SUPPLY RECORDED IN VOL. 626, PG. 47, LOCATION CANNOT BE DETERMINED.

5) OSSF MUST HAVE A 25 FOOT SETBACK FROM ANY DRAINAGE WAY OR DRAINAGE EASEMENTS AND A 75 FOOT SETBACK FROM ANY WATER COURSES.

WATER SERVICE FOR THIS SUBDIVISION WILL BE BY SOUTHWEST MILAM WATER SUPPLY CORPORATION.

SEWER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

MAILBOXES

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

County Judge's Approval

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

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

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

COUNTY CLERK CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authorization was filed for record in my office on the _____ day of _____, 2018 A.D., at _____ o'clock, __.M., and duly recorded this the day of _____, 2018 A.D., at _____ o'clock, __.M., in the Official Public Records of said County in Instrument No. _____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

Commissioners Court - Regular Session **29.**

Meeting Date: 09/18/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Brin Creek 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 preliminary plat for the Brin Creek subdivision - Precinct 4.

Background

This proposed subdivsion consists of 2 lots, 3.44 acres of proposed right-of-way for the long-range transportation plan, and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

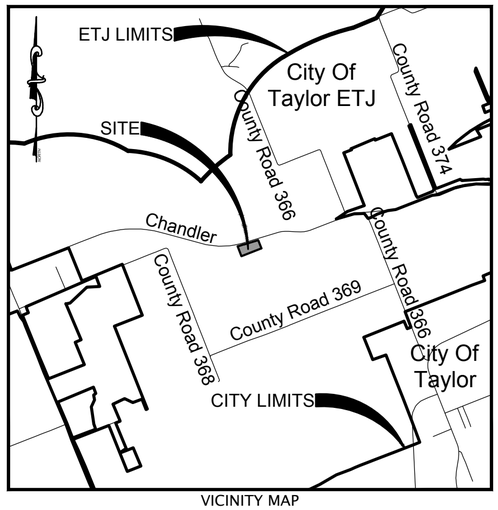
Attachments

preliminary plat - Brin Creek

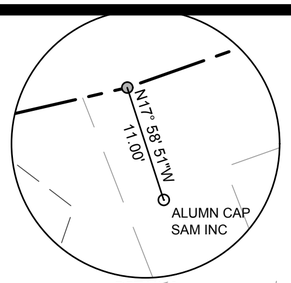
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:13 AM
Form Started By: Adam Boatright		Started On: 09/13/2018 11:04 AM
Final Approval Date: 09/13/2018		

PRELIMINARY PLAT OF
BRIN CREEK SUBDIVISION



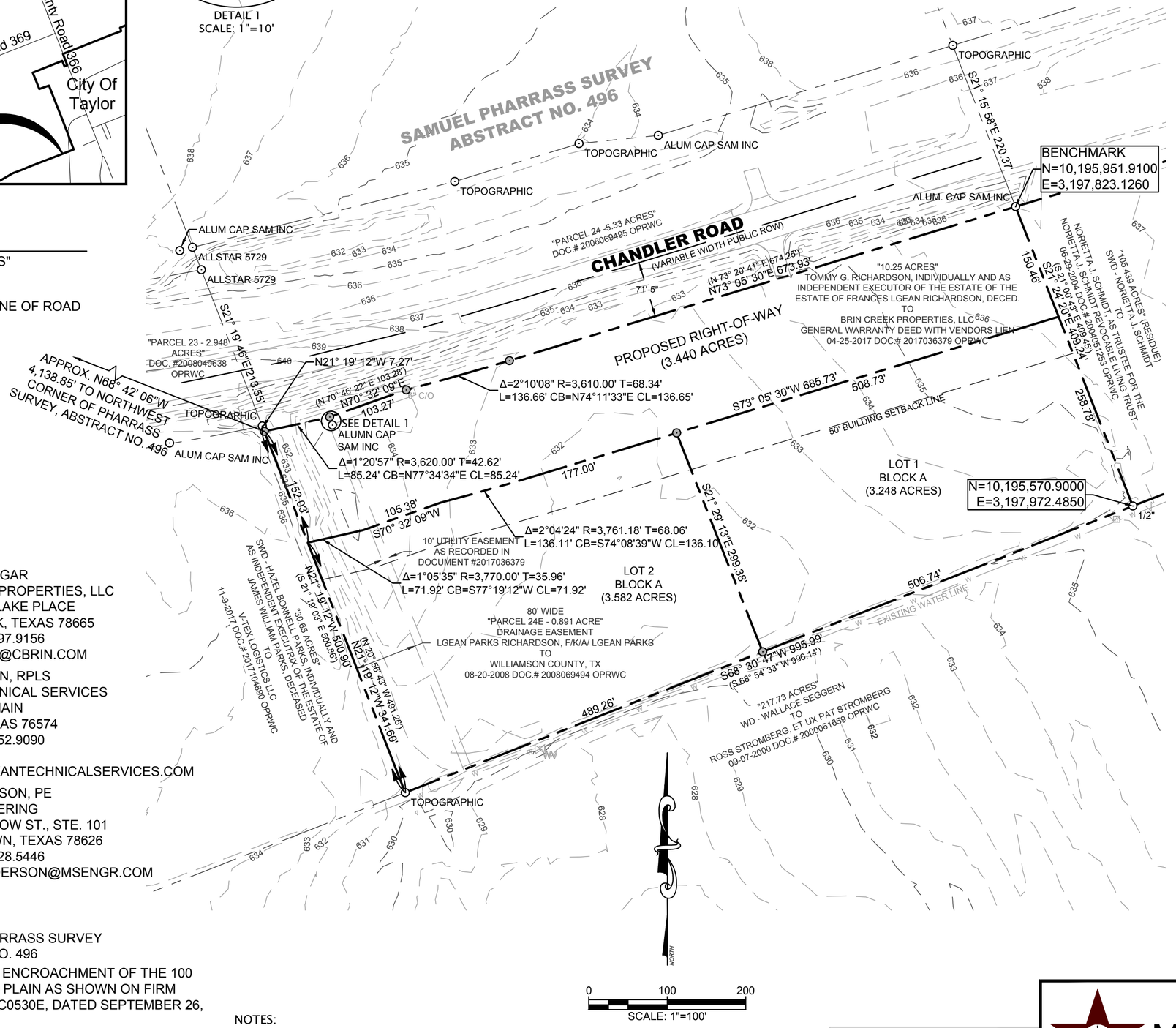
VICINITY MAP
SCALE: 1"=5,000'



DETAIL 1
SCALE: 1"=10'

LEGEND

- IRON ROD SET, CAPPED "BTS"
- IRON ROD FOUND
- CENTER LINE OF ROAD
- (xxx) RECORD CALLS
- C/O CLEANOUT
- WV WATER VALVE



PERIMETER FIELD NOTES:

These notes describe that certain tract of land located in the SAMUEL PHARRASS SURVEY, ABSTRACT No. 496, situated in Williamson County, Texas; subject tract being all of a called "10.25 Acres" conveyed in a General Warranty Deed from Tommy G. Richardson, Individually and as Independent Executor of the Estate of Frances Lgean Richardson, deceased, to Brin Creek Properties, LLC dated 04-25-2017 and recorded in Document No. 2017036379 of the Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of June, 2018 and being more fully described as follows:

BEGINNING at the Northeast corner of said "10.25 Acres" in the South right-of-way line of Chandler Road (width varies), same being the Southeast corner of "Parcel 24 - 5.33 Acres" of record in Document No. 2008069495, OPRWC as well as the Northwest corner of the residual portion of a called "105.439 Acres" conveyed in a Special Warranty Deed from Norietta J. Schmidt to Norietta J. Schmidt, as Trustee for the Norietta J. Schmidt Revocable Trust dated 06-29-2004 and recorded in Document No. 2004051253, OPRWC; found a ½" iron rod (aluminum cap stamped "SAM INC") at same corner;

THENCE South 21° 24' 20" East with the common non-fenced line of said "10.25 Acres" and said residual portion of "105.439 Acres", a distance of 409.24 feet to a found ½" iron rod at the Southeast corner of said "10.25 Acres", same being the Southwest corner of said residual portion of "105.439 Acres" in the North line of a called "217.73 Acres" conveyed in a Warranty Deed from Wallace Seggern to Ross Stromberg, et ux Pat Stromberg dated 09-07-2000 and recorded in Document No. 2000061659, OPRWC;

THENCE South 68° 30' 47" West with the non-fenced common line of said "10.25 Acres" and "217.73 Acres", a distance of 995.99 feet to a ½" iron rod (capped "TOPOGRAPHIC") found at the Southeast corner of a called "30.65 Acres" conveyed in a Special Warranty Deed from Hazel Bonnell Parks, Individually and as Independent Executrix of the Estate of James William Parks, deceased to V-Tex Logistics, LLC dated 11-9-2017 and recorded in Document No. 2017104890, OPRWC, same being the apparent Southwest corner of aforementioned "10.25 Acres";

THENCE North 21° 19' 12" West with the non-fenced common line of said "10.25 Acres" and "30.65 Acres", a distance of 493.63 feet to a ½" iron rod set (capped "BRYAN TECH SERVICES") at the Northwest corner of said "10.25 Acres", same being the Southwest corner of aforementioned "Parcel 24 - 5.33 Acres"; found a ½" iron rod (capped "TOPOGRAPHIC") at the Northeast corner of said "30.65 Acres" bearing North 21° 19' 12" West, a distance of 7.27 feet;

THENCE with the common line of said "10.25 Acres" and "Parcel 24 - 5.33 Acres", same being the South right-of-way line of Chandler Road, as follows:
A curve to the left, having a radius of 3620.00 feet, a central angle of 01° 20' 57", a chord bearing of North 77° 34' 34" East, a chord distance of 85.24 feet and an arc length of 85.24 feet to a ½" iron rod set (capped "BRYAN TECH SERVICES"), North 70° 32' 09" East 103.27 feet to a ½" iron rod set (capped "BRYAN TECH SERVICES"),
A curve to the left, having a radius of 3610.00 feet, a central angle of 02° 10' 08", a chord bearing of North 74° 11' 33" East, a chord distance of 136.65 feet and an arc length of 136.66 feet to a ½" iron rod set (capped "BRYAN TECH SERVICES") and North 73° 05' 30" East 673.93 feet to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 10.271 Acres of Land.

OWNER: CRAIG BRINEGAR
BRIN CREEK PROPERTIES, LLC
2111 CLEAR LAKE PLACE
ROUND ROCK, TEXAS 78665
PHONE 512.497.9156
EMAIL CRAIG@CBRIN.COM

SURVEYOR: BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9090
EMAIL
BRUCE@BRYANTECHNICALSERVICES.COM

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
102 W. MORROW ST., STE. 101
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE:

REVISION DATE:

ORIGINAL SURVEY: SAMUEL PHARRASS SURVEY ABSTRACT NO. 496

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0530E, DATED SEPTEMBER 26, 2008

NEW STREETS: NO NEW STREETS ARE PLANNED

BENCHMARK: FOUND IRON ROD CAPPED WITH ALUMINUM DISK MARKED "SAM INC" ELEVATION=637.00

NOTES:
1. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
2. STORM RUNOFF TO BE DETAINED ON-SITE SUCH THAT POST DEVELOPED FLOWS ARE EQUAL TO OR LESS THAN PRE-DEVELOPED FLOWS.

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).
TO CONVERT TO SURFACE VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00009454
VERTICAL VALUES BASED ON NGVD 88 DATUM, GEOID MODEL 2012A

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
bryantechnicalservices.com

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP | SURVEYING
TEXAS REGISTERED ENGINEERING FIRM F-1394 SURVEYING FIRM # 10044200

CONTACT
WWW.MSENGR.COM
PHONE: (830) 228-5446
FAX: (830) 885-2170

MAIN OFFICE
P.O. BOX 970
6477 FM 311
SPRING BRANCH, TX 78070

BRANCH OFFICE
102 W. MORROW ST, STE 101
GEORGWTOWN, TX 78626
PHONE: (830) 228-5446

Date: Sep 08, 2018, 5:13pm User ID: areilly
File: T:\Active Projects\2018\81 Georgetown General Civil\81118BCREK.001 - Chandler Road 10.25 Acres\dwg\Sheets\81118BCREK.001-PRELIMINARY PLAT.dwg

Commissioners Court - Regular Session **30.**

Meeting Date: 09/18/2018

Discuss consider and take appropriate action on approval of the final plat for the PEC Liberty Hill Substation subdivision Pct 2

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

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the PEC Liberty Hill Substation subdivision - Precinct 2.

Background

This proposed subdivision consists of a single lot and no new public roads. The single lot is for a PEC electrical substation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - PEC Liberty Hill Substation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:38 AM
Form Started By: Adam Boatright		Started On: 09/13/2018 11:12 AM
Final Approval Date: 09/13/2018		

PEC LIBERTY HILL SUBSTATION FINAL PLAT
WILLIAMSON COUNTY, TEXAS

GRAPHIC SCALE
0 100 200 400
(IN FEET)
1 INCH = 200 FT

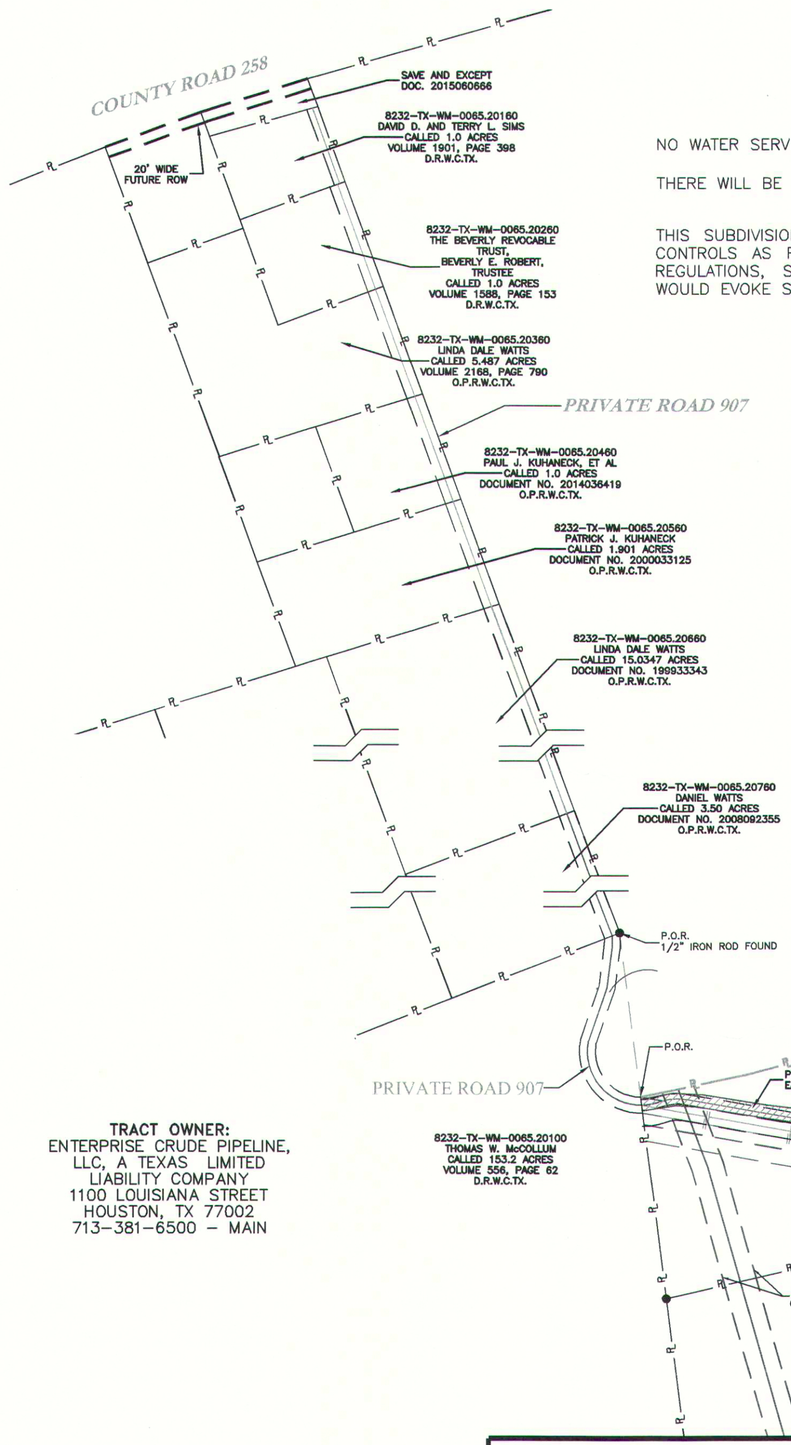
NOTES:
1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. 4203, NAD 83 (CORS 2002). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM WITH A COMBINED SCALE FACTOR OF 1.00014819.

2. RECORD INFORMATION SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY OTHERS.

3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.

LEGEND

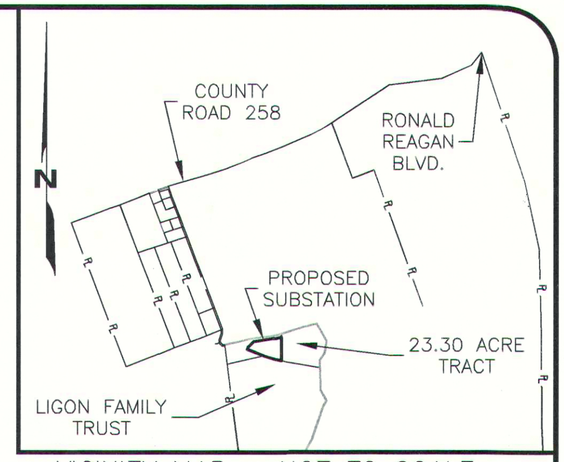
R R	PARCEL LIMITS
R R	ETJ LIMITS
	PROPOSED SUBSTATION
	ADJOINER PROPERTY
x x x	EXISTING FENCE
	EXISTING PIPELINE
	TREE (AS NOTED)
●	5/8" IRON ROD FOUND WITH CAP STAMPED "SAM" (OR AS NOTED)
△	5/8" IRON ROD (TO BE SET)
⬡	FENCE CORNER FOUND (AS NOTED)
D.R.W.C.TX.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE



NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION.

THERE WILL BE NO ON-SITE SEWAGE FACILITIES ON THIS PROPERTY.

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



VICINITY MAP – NOT TO SCALE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S00°41'33"E	467.49'
L2	N76°56'24"W	123.83'
L3	N73°25'40"W	213.17'
L4	N68°36'06"W	21.85'
L5	N68°36'06"W	347.36'
L6	N21°23'54"E	47.44'
L7	N52°44'43"E	25.56'
L8	N42°48'02"E	124.31'
L9	N80°19'47"E	388.91'
L10	S69°45'00"E	23.30'
L11	N79°58'14"E	47.26'
L12	N72°46'59"E	93.33'
L13	N00°41'33"W	62.60'

TRACT OWNER:
ENTERPRISE CRUDE PIPELINE, LLC, A TEXAS LIMITED LIABILITY COMPANY
1100 LOUISIANA STREET
HOUSTON, TX 77002
713-381-6500 – MAIN

SURVEYOR APPROVAL

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

I, CODY A . CLARK, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND TO THE BEST OF MY KNOWLEDGE CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,

THIS 31st DAY OF August, 2018.

STATE OF TEXAS
REGISTERED
CODY A. CLARK
6469
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS NO. 6469

PROJECT:	MIDLAND TO SEALY SEGMENT 4
JOB NUMBER:	35735
SURVEY DATE:	06/05/2017
SCALE:	1"=200'
SURVEYOR:	CODY A. CLARK
TECHNICIAN:	L.TOPLEY
DRAWING:	PEDERNALES SUBSTATION.DWG
TRACT ID:	PEDERNALES SUBSTATION

Pedernales Electric Cooperative, Inc.

SAM SURVEYING • AERIAL MAPPING • ENGINEERING
7101 ENVOY COURT
DALLAS, TEXAS 75247
OFC: 214.631.7888
FAX: 214.631.7103
EMAIL: INFO@SAM.BIZ

Texas Firm Registration No. 10064300

PEC LIBERTY HILL SUBSTATION FINAL PLAT
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

DESCRIPTION FOR A PROPOSED PERMANENT SUBSTATION ON AN ENTERPRISE CRUDE PIPELINE, LLC TRACT.

A DESCRIPTION FOR A 4.54 ACRE PROPOSED PERMANENT SUBSTATION, LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING WITHIN A CALLED 23.30 ACRE TRACT CONVEYED TO ENTERPRISE CRUDE PIPELINE, LLC, RECORDED IN DOCUMENT NO. 20177047608, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CALCULATED POINT IN SAID 23.30 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SUBSTATION, FOR THE POINT OF BEGINNING, FROM WHICH A 5/8–INCH IRON ROD WITH A CAP STAMPED "SAM" FOUND IN THE NORTH LINE OF SAID 23.30 ACRE TRACT, SAME BEING THE SOUTH LINE OF A CALLED 312.461 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2005089363, O.P.R.W.C.TX., BEARS, NORTH 00°41'33" WEST, A DISTANCE OF 62.60 FEET;

THENCE ACROSS SAID 23.30 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 00°41'33" EAST, A DISTANCE OF 467.49 FEET TO A 5/8–INCH IRON ROD WITH A CAP STAMPED "SAM" FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED SUBSTATION;
2. NORTH 76°56'24" WEST, A DISTANCE OF 123.83 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
3. NORTH 73°25'40" WEST, A DISTANCE OF 213.17 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
4. NORTH 68°36'06" WEST, A DISTANCE OF 21.85 FEET TO A 14–INCH WIDE OAK TREE FOUND IN THE SOUTH LINE OF SAID 23.30 ACRE TRACT, SAME BEING THE NORTH LINE OF A CALLED 167.20 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2007055469 O.P.R.W.C.TX.;
5. NORTH 68°36'06" WEST, A DISTANCE OF 347.36 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED SUBSTATION;
6. NORTH 21°23'54" EAST, A DISTANCE OF 47.44 FEET TO A CALCULATED POINT;
7. NORTH 52°44'43" EAST, A DISTANCE OF 25.56 FEET TO A CALCULATED POINT;
8. NORTH 42°48'02" EAST, A DISTANCE OF 124.31 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED SUBSTATION;
9. NORTH 80°19'47" EAST, A DISTANCE OF 388.91 FEET TO A CALCULATED POINT;
10. SOUTH 69°45'00" EAST, A DISTANCE OF 23.30 FEET TO A CALCULATED POINT;
11. NORTH 79°58'14" EAST, A DISTANCE OF 47.26 FEET TO A CALCULATED POINT;
12. NORTH 72°46'59" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING, CONTAINING 4.54 ACRES OR 197,930 SQUARE FEET OF LAND, MORE OR LESS.

NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION.

THERE WILL BE NO ON–SITE SEWAGE FACILITIES ON THIS PROPERTY.

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

GENERAL NOTES:

1. PROPOSED USE: COMMERCIAL
2. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: ELECTRIC: PEDERNALES ELECTRIC COOP.
3. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
4. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
5. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
6. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
7. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
8. THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL LOTS 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.
9. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. BEARINGS ARE IN TEXAS STATE PLANE, CENTRAL ZONE, NAD 83. DISTANCES ARE IN U.S. SURVEY FEET. THE COMBINED ADJUSTED SCALE FACTOR IS 1.00014819.

SURVEYOR APPROVAL

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

I, CODY A . CLARK, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND TO THE BEST OF MY KNOWLEDGE CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,

THIS 31ST DAY OF August, 2018.

Cody A. Clark

STATE OF TEXAS NO. 6469

STATE OF TEXAS · REGISTERED · CODY A. CLARK · 6469 · PROFESSIONAL LAND SURVEYOR

ENGINEER APPROVAL

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

I, DAVID L. PLATT, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN,

WILLIAMSON, TEXAS, THIS 24TH DAY OF AUGUST, 2018.

DAVID L. PLATT. P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 115964

STATE OF TEXAS · DAVID L. PLATT · 115964 · LICENSED · PROFESSIONAL ENGINEER

OWNER SIGNATURE

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

I, ENTERPRISE CRUDE PIPELINE, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017047608 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"PEC LIBERTY HILL SUBSTATION SUBDIVISION"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28TH DAY OF August, 2018.

ENTERPRISE CRUDE PIPELINE LLC

BY: ENTERPRISE CRUDE GP LLC
Its sole manager

By: _____
Graham W. Bacon
Executive Vice President

NOTARY PUBLIC

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GRAHAM W. BACON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 DAY OF August, 2018 .

Paula Carter
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 10-4-21

PAULA CARTER · Notary Public, State of Texas · Comm. Expires 10-04-2021 · Notary ID 2182337

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 13TH DAY Sept. OF, 2018 A.D.

Teresa Bak — 9/13/18
WILLIAMSON COUNTY ADDRESSING COORDINATOR — DATE
Teresa Baker

COUNTY JUDGE'S APPROVAL

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

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK APPROVAL

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____ DAY OF _____, 20___, A.D., AT _____O'CLOCK, __.M., AND

DULY RECORDED THIS THE _____ DAY OF _____, 20__, A.D.,

AT ___ O'CLOCK,__.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

DOCUMENT NO. _____.

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

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

BY: _____, DEPUTY

PROJECT:	MIDLAND TO SEALY SEGMENT 4
JOB NUMBER:	35735
SURVEY DATE:	06/05/2017
SCALE:	1"=200'
SURVEYOR:	CODY A. CLARK
TECHNICIAN:	L.TOPLEY
DRAWING:	PEDERNALES SUBSTATION.DWG
TRACT ID:	PEDERNALES SUBSTATION

Pedernales Electric Cooperative, Inc.

SAM · SURVEYING • AERIAL MAPPING • ENGINEERING
7101 ENVOY COURT
DALLAS, TEXAS 75247
OFC: 214.631.7888
FAX: 214.631.7103
EMAIL: INFO@SAM.BIZ
Texas Firm Registration No. 10064300

Commissioners Court - Regular Session **31.**

Meeting Date: 09/18/2018

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 11 subdivision - Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1, Section 11 subdivision - Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 64 single family lots, 3 open space lots, and 4,758 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $611,272.75 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Ranch Ph 1 Sec 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:38 AM
Form Started By: Adam Boatright		Started On: 09/13/2018 11:23 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **32.**

Meeting Date: 09/18/2018

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 6 subdivision - Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 6 subdivision - Precinct 2.

Background

This is the next section of the Santa Rita Ranch South development. It consists of 59 single family lots, 3 open space lots, and 3,128 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $637,645.97 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Ranch South Sec 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:44 AM
Form Started By: Adam Boatright		Started On: 09/13/2018 11:31 AM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **33.**

Meeting Date: 09/18/2018

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

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 08:59 AM
Form Started By: Lydia Linden		Started On: 08/17/2018 03:36 PM
Final Approval Date: 08/21/2018		

Commissioners Court - Regular Session **34.**

Meeting Date: 09/18/2018

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2018 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:48 AM
Form Started By: Dawn Haggard		Started On: 09/11/2018 02:01 PM
Final Approval Date: 09/13/2018		

ROAD BOND PROGRAM

Construction Summary Report

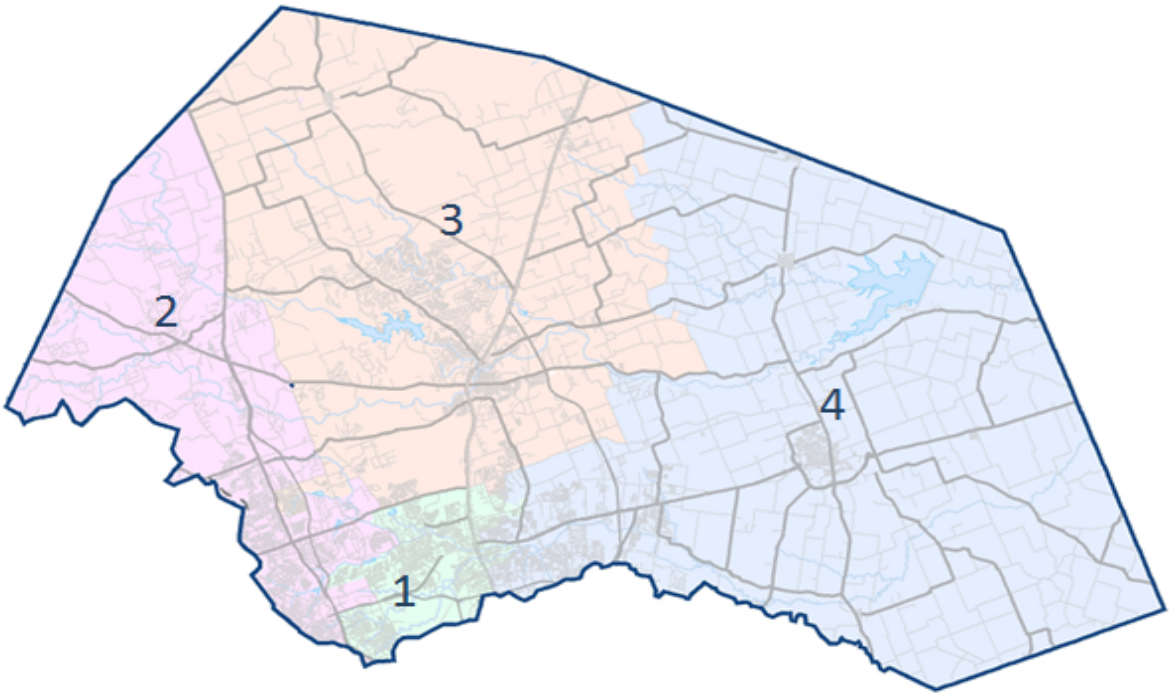
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

September 2018

WWW.ROADBOND.ORG

Volume XVII - Issue No.09



Presented By:

PRIME STRATEGIES, INC.

HNTB

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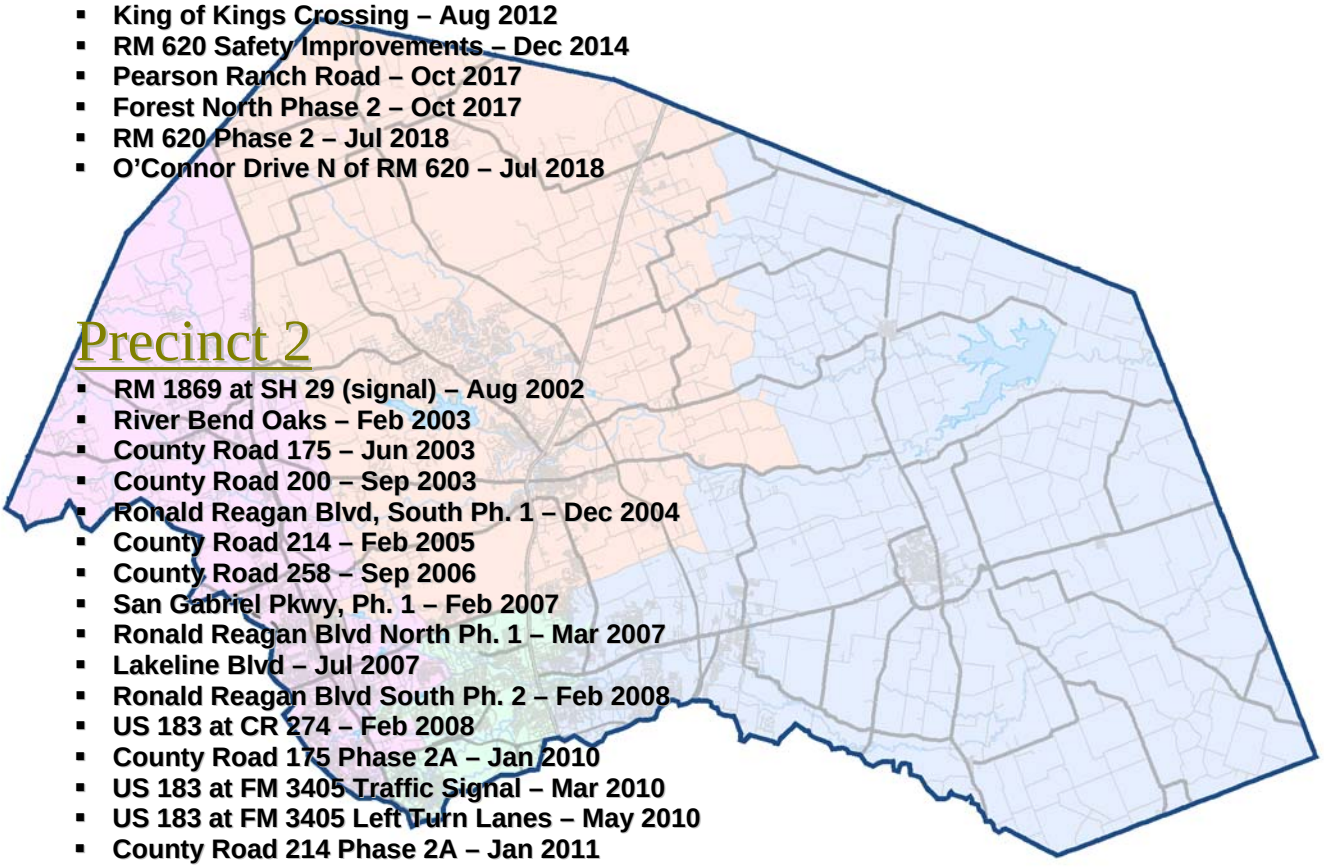
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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



Precinct 2

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

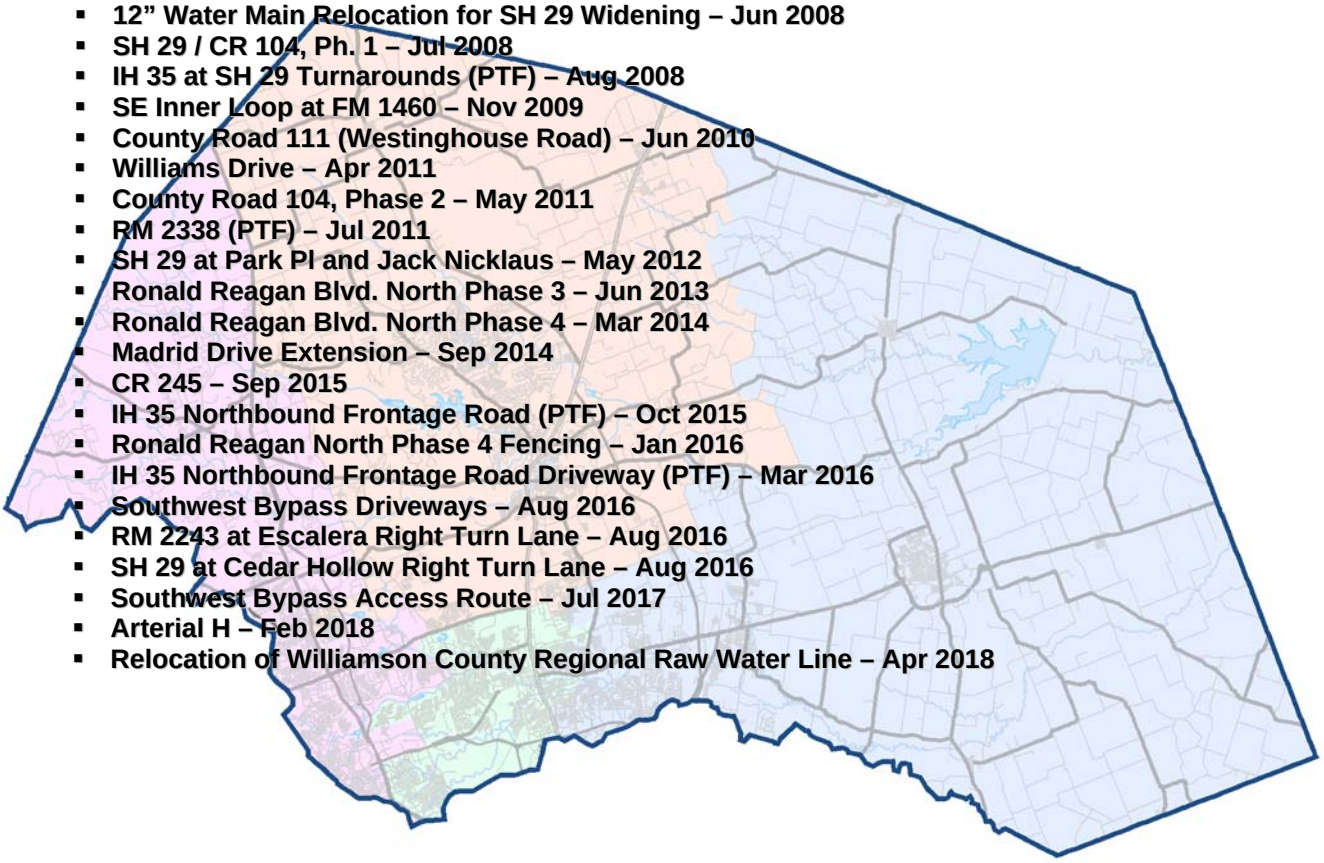
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

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



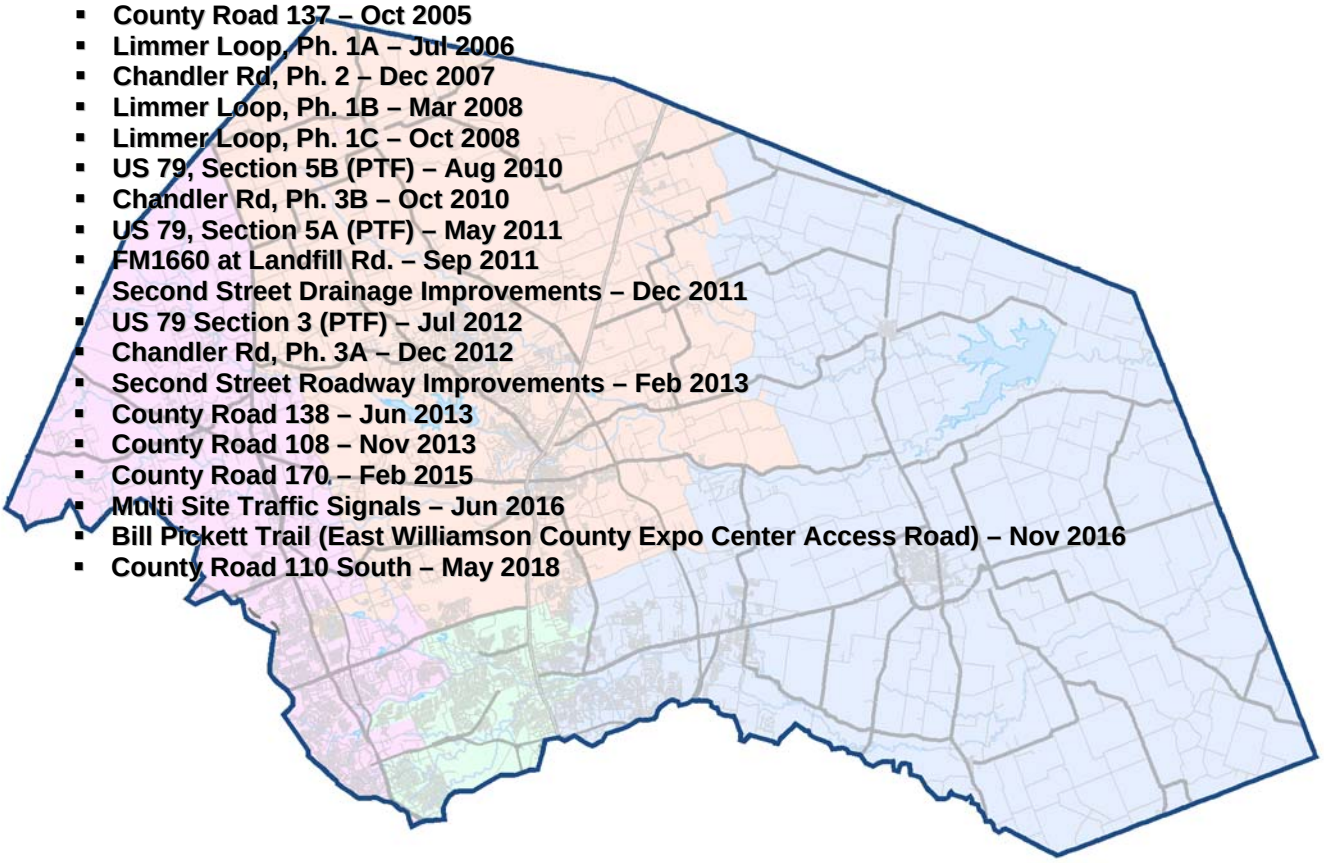
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

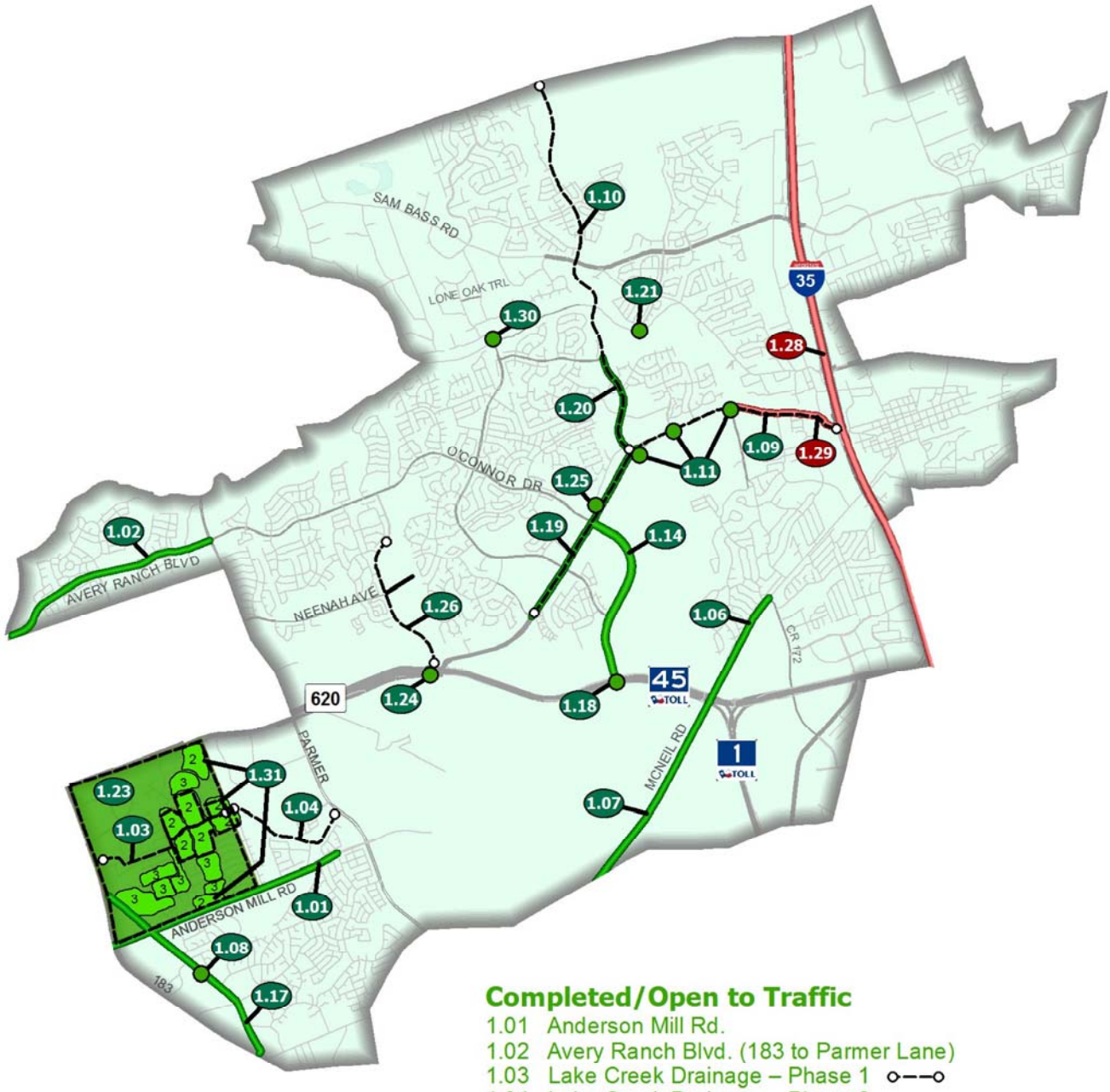
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2018

Precinct 4

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



2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



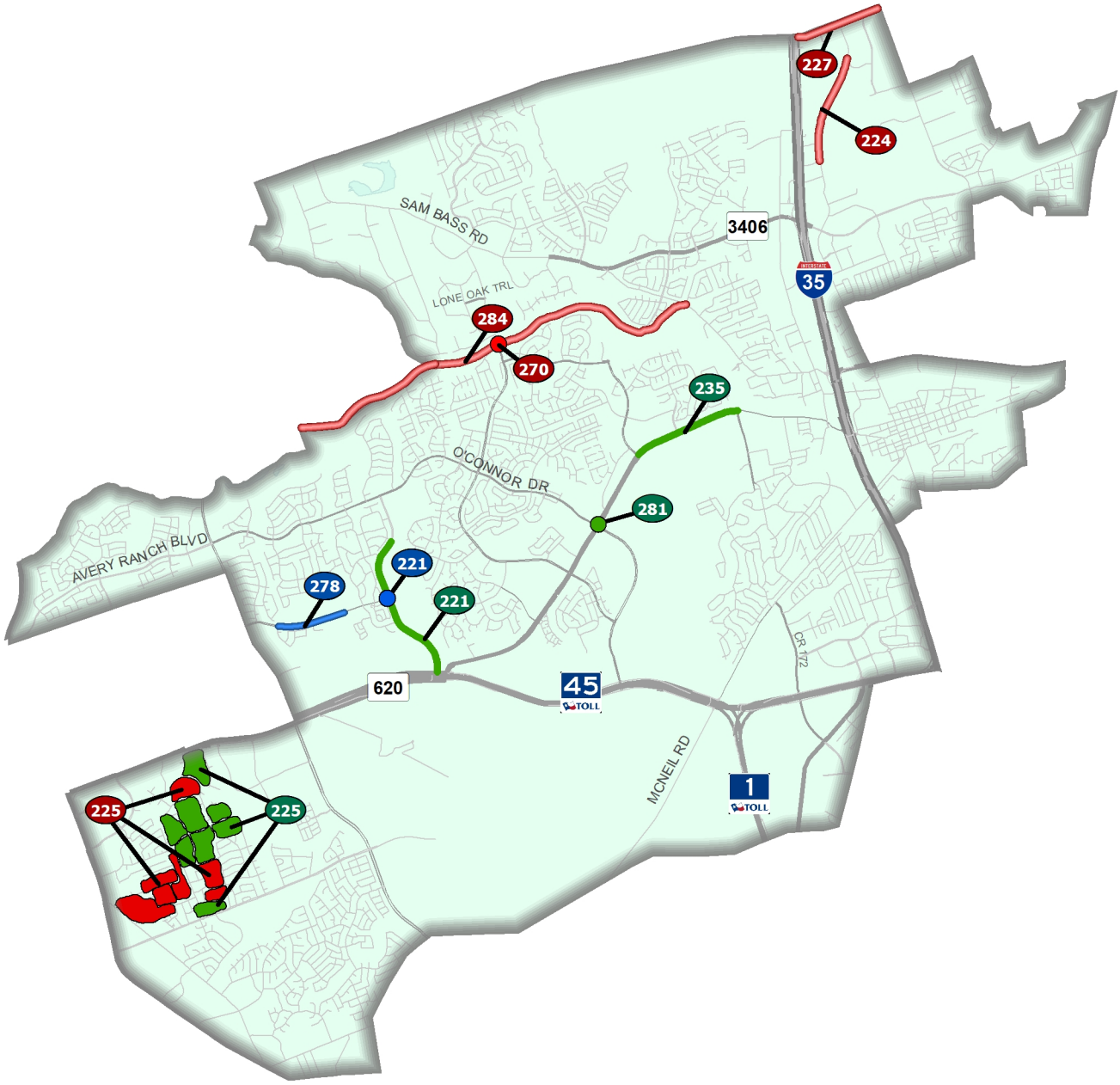
Completed/Open to Traffic

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

In Design

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

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

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

Under Construction/Bidding

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

In Design

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

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

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	1/13/2017	1/31/2017	19	$459,169.50	$459,169.50	7	4
2	2/1/2017	2/28/2017	28	$280,194.00	$739,363.50	12	10
3	3/1/2017	3/31/2017	31	$389,047.00	$1,128,410.50	18	17
4	4/1/2017	4/30/2017	30	$516,962.84	$1,645,373.34	26	24
5	5/1/2017	5/31/2017	31	$285,725.66	$1,931,099.00	31	31
6	6/1/2017	6/30/2017	30	$313,267.57	$2,244,366.57	36	37
7	7/1/2017	7/31/2017	31	$274,834.20	$2,519,200.77	40	44
8	8/1/2017	8/31/2017	31	$285,281.13	$2,804,481.90	45	51
9	9/1/2017	9/30/2017	30	$368,485.34	$3,172,967.24	50	57
10	10/1/2017	10/31/2017	31	$299,932.60	$3,472,899.84	55	64
11	11/1/2017	11/30/2017	30	$234,228.72	$3,707,128.56	59	71
12	12/1/2017	12/31/2017	31	$154,371.19	$3,861,499.75	61	78
13	1/1/2018	1/31/2018	31	$349,918.70	$4,211,418.45	67	84
14	2/1/2018	2/28/2018	28	$331,786.31	$4,543,204.76	72	91
15	3/1/2018	3/31/2018	31	$171,318.93	$4,714,523.69	75	97
16	4/1/2018	4/30/2018	30	$203,885.15	$4,918,408.84	78	104
17	5/1/2018	5/31/2018	31	$335,106.74	$5,253,515.58	84	111
18	6/1/2018	6/30/2018	30	$555,695.76	$5,809,211.34	92	117
19	7/1/2018	7/31/2018	18	$193,370.10	$6,002,581.44	95	121
20	8/1/2018	8/31/2018	0	$30,265.93	$6,032,847.37	96	121

8/31/2018 Comments - Substantial Completion was granted as of 7/18/18

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

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

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

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

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

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

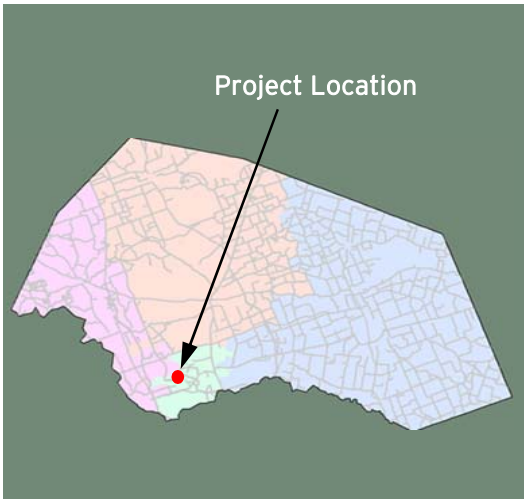
Change Order Number	Approved	Cost This CO	Total COs
04	7/24/2018	22,736.80	198,353.03

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

Change Order Number	Approved	Cost This CO	Total COs
05	8/28/2018	$8,742.74	207,095.77

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.

Adjusted Price = $6,289,321.47



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

Project Length: .56 miles
Roadway Classification: Minor Arterial

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

AUGUST 2018 IN REVIEW

8/3/2018: Smith Contracting filled the ditch between the retaining walls with rock riprap. The west driveway to Holy Family School was poured. Flexible base was placed for the north shared use path (SUP) in front of Holy Family School.

8/10/2018: The east driveway to the Holy Family School was poured. Concrete was placed for the north SUP in front of Holy Family School and flexible base placed in front of Savio High School. Subcontractors Avery Lawn Care installed tree protection and subcontractor ESSI installed metal beam guard fence.

8/17/2018: Concrete placement continued for the north side SUP in front of Holy Family School. Concrete placement was completed for the MBGF mowstrip. Roadway and SUP excavation began for Phase IV between Olive Hill Way and Altona Way on the south side of the project.

8/24/2018: Concrete placement for the north SUP continued in front of Savio High School. Other north side SUP concrete placement was completed.

8/31/2018: Roadway and SUP excavation continued for Phase IV between Altona Way and Solera Dr. on the south side of the project. Topsoil was placed in all ponds. The installation of the pedestrian hand rail began along Wall P.

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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $2,529,398.54

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2018	2/23/2018	19	$125,365.50	$125,365.50	$13,929.50	$13,929.50	5	5
2	2/24/2018	3/23/2018	28	$150,775.20	$276,140.70	$16,752.80	$30,682.30	12	13
3	3/24/2018	4/25/2018	33	$191,501.10	$467,641.80	$21,277.90	$51,960.20	20	23
4	4/26/2018	5/25/2018	30	$161,682.75	$629,324.55	$17,964.75	$69,924.95	28	31
5	5/26/2018	6/25/2018	31	$247,558.88	$876,883.43	$27,506.54	$97,431.49	38	40
6	6/26/2018	7/25/2018	30	$213,856.20	$1,090,739.63	$23,761.80	$121,193.29	48	49
7	7/26/2018	8/25/2018	31	$208,142.94	$1,298,882.57	$23,127.00	$144,320.29	57	58

Change Order Number	Approved	Cost This CO	Total COs
01	8/7/2018	2,510.91	2,510.91

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). This Change Order compensates the Contractor for the additional labor and equipment it took to connect the new water line to the existing water line that was not shown on the plans. The Contractor was directed by the City of Austin inspector to tie the new water line to the existing line in the field when it was discovered. The City has agreed to pay this additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	8/7/2018	4,362.51	6,873.42

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for additional costs to remove formwork and re-set formwork on a portion of the shared use path prior to the concrete being poured due to a grade change per the engineer's response to RFI #10. 3B: County Convenience. Public relations improvement. This Change Order also compensates the Contractor for upgrading to a stronger concrete for the driveway reconstruction in order to shorten the cure time and reduce the time the Catholic Church would be without their driveways.

Adjusted Price = $2,536,271.96

Pearson at Neenah Signal (Intersection Improvements)
Project No. 1804-222

Original Contract Price = $267,031.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/16/2018	6/20/2018	7/20/2018	7/30/2018				150	0	150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/1/2018	8/25/2018	25	$9,538.66	$9,538.66	$1,059.85	$1,059.85	4	17

8/31/2018 Comments - Notice to Proceed was issued 7/20/2018 with time charges beginning 7/30/2018.

Change Order Number	Approved	Cost This CO	Total COs
01	7/24/2018	15,000.00	15,000.00

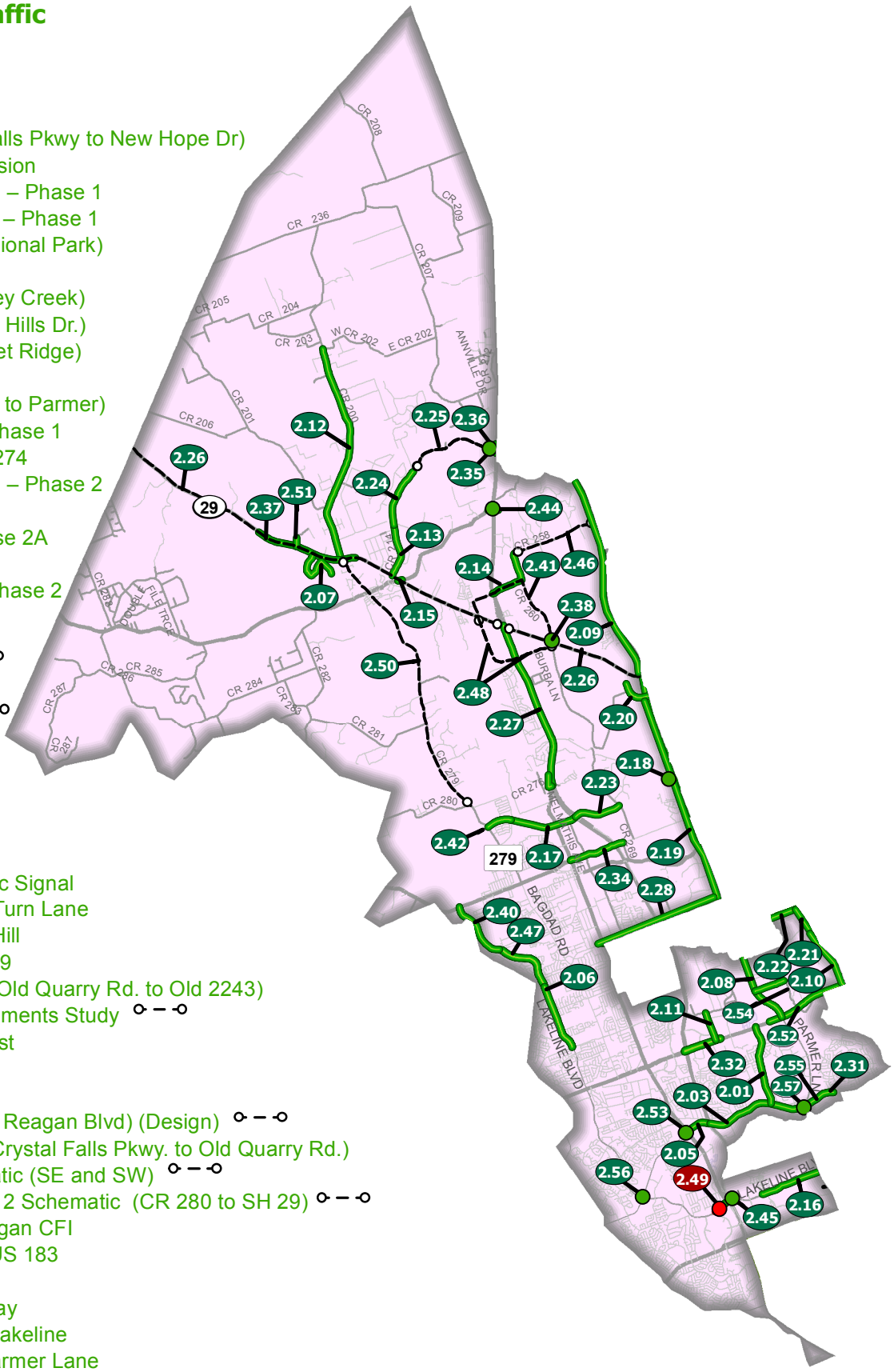
2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the intersection.

Adjusted Price = $282,031.15

2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

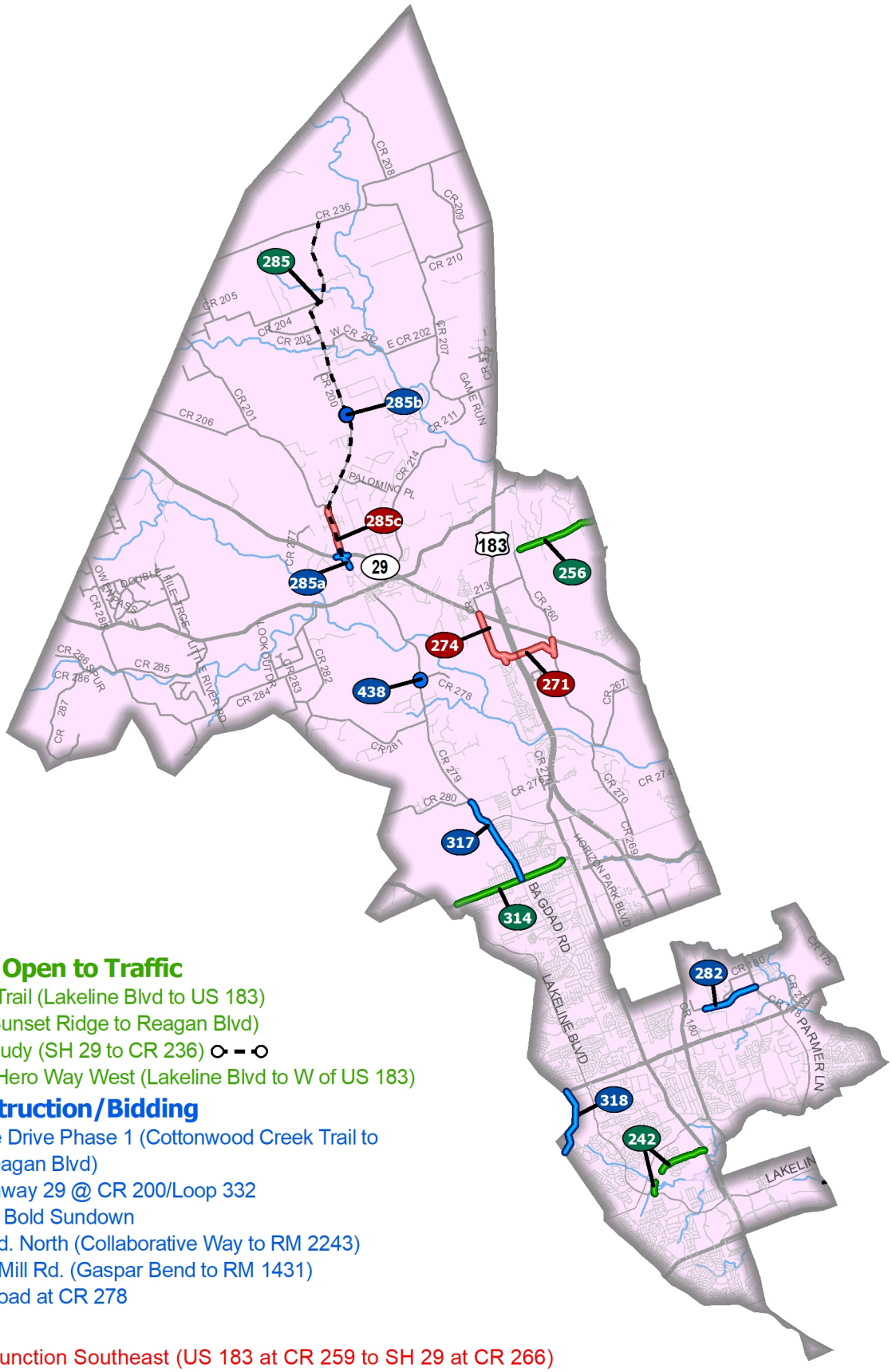
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR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



In Design

2.49 Lakeline Blvd. Right Turn Lanes

2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

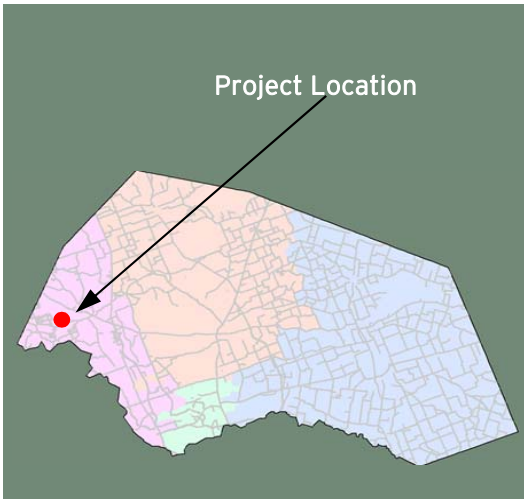
242 Little Elm Trail (Lakeline Blvd to US 183)
256 CR 258 (Sunset Ridge to Reagan Blvd)
285 CR 200 Study (SH 29 to CR 236)
314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

Under Construction/Bidding

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

In Design

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



CR 200 at Bold Sundown
(South of Bold Sundown to north of intersection)

Project Length: .18 Miles
Roadway Classification: Rural Collector

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

AUGUST 2018 IN REVIEW

8/3/2018: Cox Commercial Construction excavated the east side of project and placed embankment on the west side from Lackey Creek to Bold Sundown.

8/10/2018: Excavation continued on the east side of project. Embankment continued to be placed on the west side from Lackey Creek to Bold Sundown.

8/17/2018: Concrete for safety end treatments (SETs) was formed and placed at Driveway #1, northeast of Lackey Creek. Excavation to subgrade was completed and the first course of flexible base was placed on the west side of the roadway north of Bold Sundown.

8/24/2018: Flexible base was completed on the west side of the roadway north of Bold Sundown.

8/31/2018: Topsoil was placed on the north and south sides from Lackey Creek to Bold Sundown.

Design Engineer: O'Brien Engineering
Contractor: Cox Commercial Construction
Construction Observation: Dave Thomas, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 200 at Bold Sundown (South of Bold Sundown to north of Intersection)
Project No. 1802-217

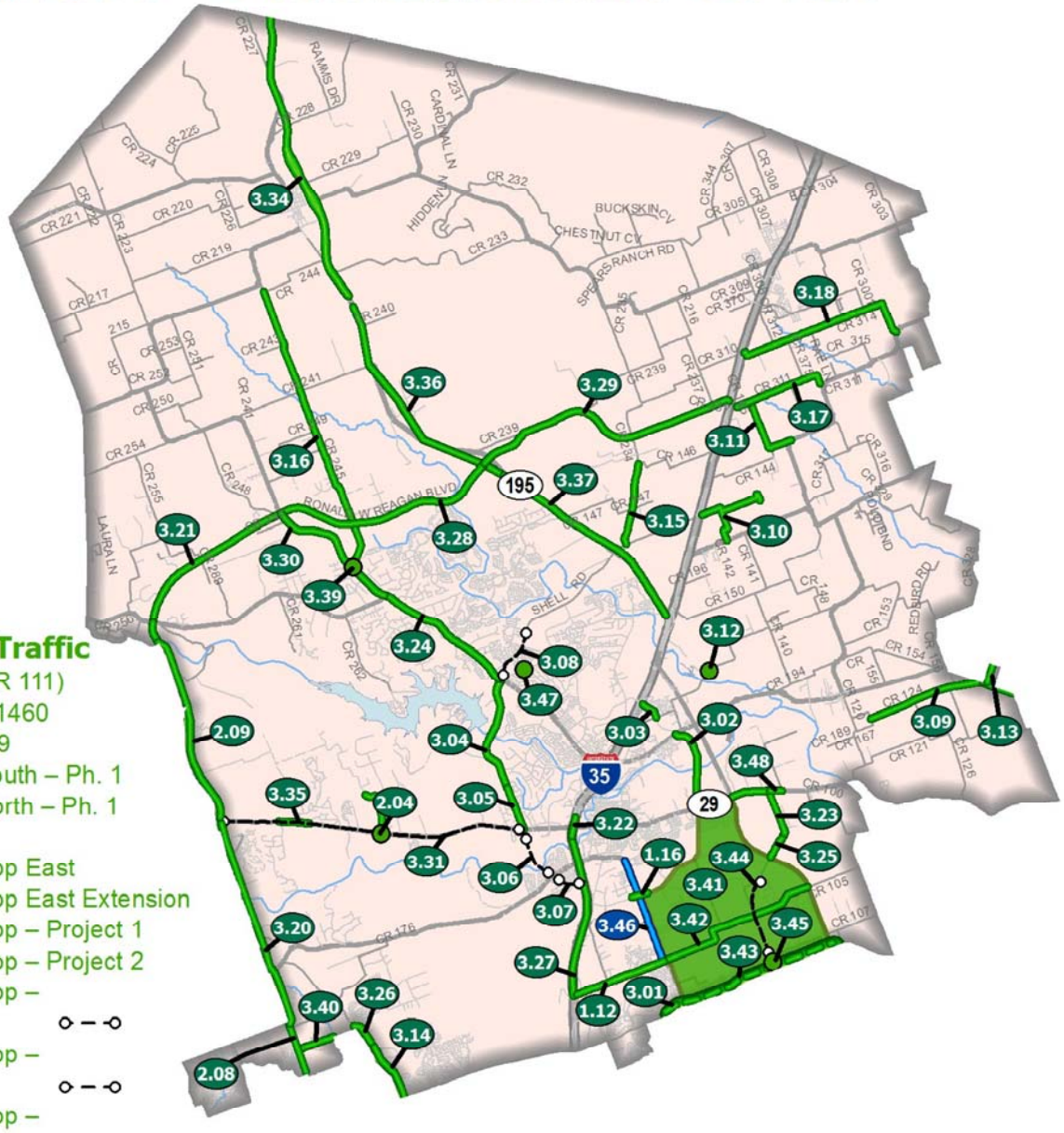
Original Contract Price = $1,232,539.10

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/9/2018	7/31/2018	17	$74,180.25	$74,180.25	$8,242.25	$8,242.25	7	38
2	8/1/2018	8/31/2018	23	$82,674.72	$156,854.97	$9,186.08	$17,428.33	14	89

Adjusted Price = $1,232,539.10

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



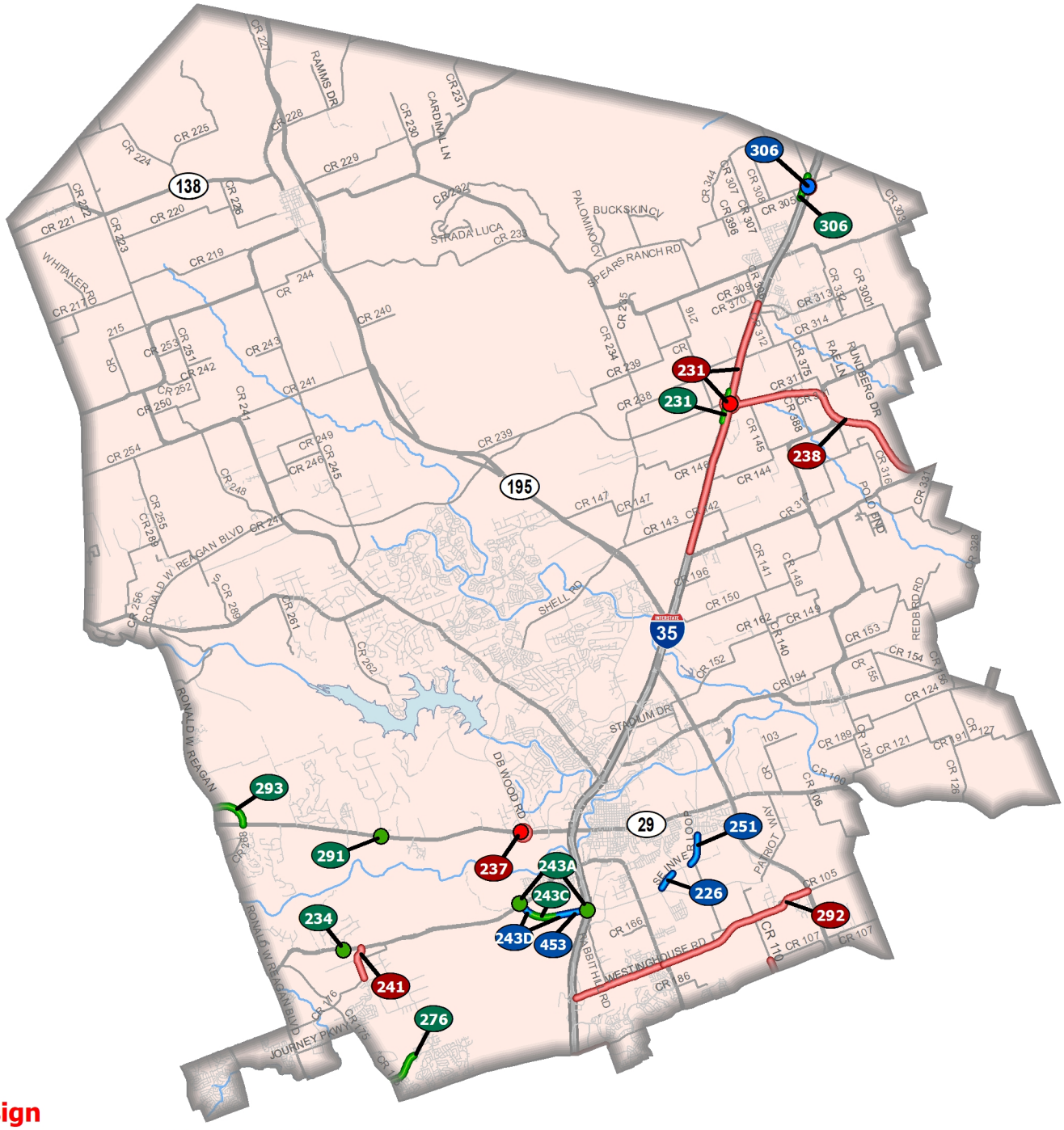
Completed/Open to Traffic

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

Under Construction/Bidding

3.46 FM 1460 North

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

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

Under Construction/Bidding

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
243d Southwest Bypass Segment 2 (0.5 miles west of southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
453 Southwest Bypass Segment 1 (IH 35 southbound to 0.5 miles west)
306 CR 305 At IH 35 (Bridge Replacement)

Completed/ Open to Traffic

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

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

Original Contract Price = $3,210,934.80

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2016	6/30/2016	0	$134,198.10	$134,198.10	$14,910.90	$14,910.90	4	0
2	7/1/2016	7/31/2016	0	$182,746.89	$316,944.99	$20,305.21	$35,216.11	10	0
3	8/1/2016	8/31/2016	0	$93,893.40	$410,838.39	$10,432.60	$45,648.71	13	0
4	9/1/2016	9/30/2016	0	$206,817.21	$617,655.60	$22,979.69	$68,628.40	20	0
5	6/4/2017	6/30/2017	27	$47,340.00	$664,995.60	$5,260.00	$73,888.40	21	10
6	7/1/2017	8/31/2017	62	$587,022.75	$1,252,018.35	$65,224.75	$139,113.15	40	33
7	9/1/2017	9/30/2017	30	$320,055.75	$1,572,074.10	$35,561.75	$174,674.90	50	44
8	10/1/2017	10/31/2017	31	$158,107.95	$1,730,182.05	$17,567.55	$192,242.45	55	56
9	11/1/2017	11/30/2017	30	$140,265.17	$1,870,447.22	$15,585.02	$207,827.47	60	67
10	12/1/2017	12/31/2017	31	$186,341.94	$2,056,789.16	$20,704.66	$228,532.13	66	78
11	1/1/2018	1/31/2018	31	$412,576.91	$2,469,366.07	$45,841.88	$274,374.01	79	90
12	2/1/2018	2/28/2018	28	$600,971.37	$3,070,337.44	-$211,714.06	$62,659.95	90	100
13	3/1/2018	5/31/2018	0	$61,299.50	$3,131,636.94	$1,251.01	$63,910.96	92	100
14	7/1/2018	7/31/2018	0	$13,086.92	$3,144,723.86	$267.08	$64,178.04	93	100

8/31/2018 Comments - The Contractor is working on the remaining punchlist item: solar lights.

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

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

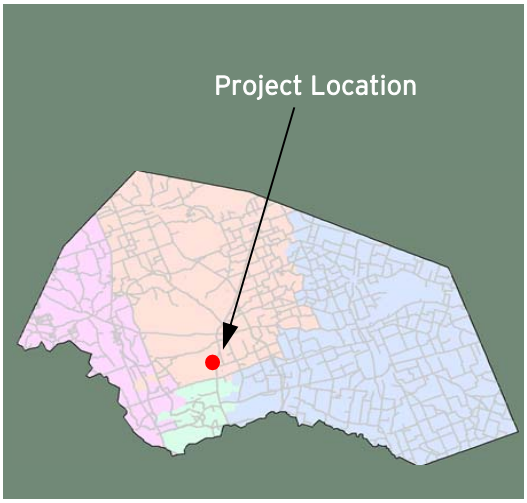
Change Order Number	Approved	Cost This CO	Total COs
02	1/23/2018	58,143.87	190,914.87

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

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

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

Adjusted Price = $3,465,081.63



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

Project Length: .5 Mile
Roadway Classification: Collector

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

AUGUST 2018 IN REVIEW

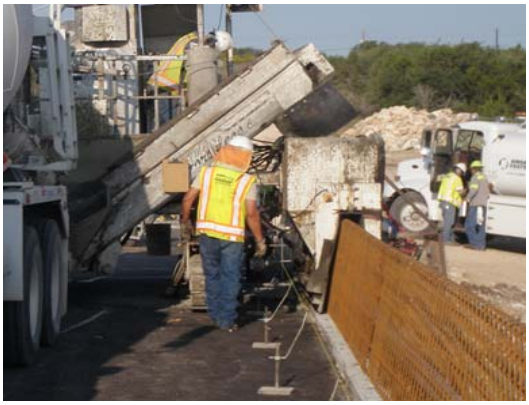
8/3/2018: Subcontractor GK Rodbusters tied steel for the bridge deck pour. Jordan Foster Construction prepared the concrete paving equipment and work platforms for the first deck pour.

8/10/2018: GK Rodbusters completed tying steel for the bridge deck pour at the approach slab at Abutment 1. Unit 2 and Span 2 were poured. Topsoil was placed on the west side of the project and the retention pond was regraded.

8/17/2018: The last section of Unit 1 (Span 1) and the approach slab at Abutment 1 were poured. Pre-fabricated baskets for the traffic rail were delivered.

8/24/2018: The mowstrips at Retaining Walls 2, 3, and 4 were poured. The safety end treatment foundations and walls were poured at the detention pond. The bridge columns were patched at Bents 2 and 8. Subcontractor G. Carter placed the 2" pvc conduit and boxes in the rail.

8/31/2018: The remaining riprap and flume at Abutment 1 was poured. Preparation for removal of the overhang forms and bracing began. Subcontractor Aaron Concrete completed slipping the single slope traffic rail (SSTR).



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $5,599,200.86

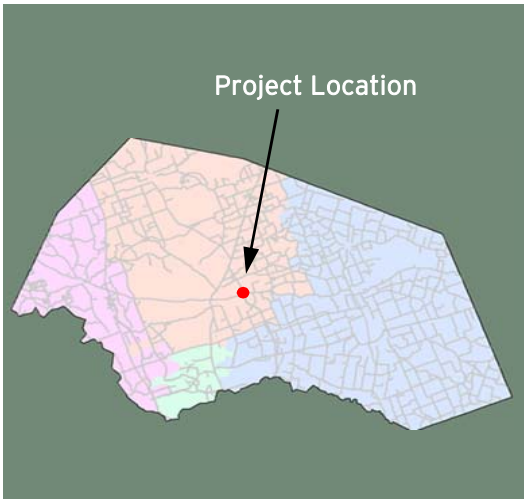
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017				337	0	337

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$458,144.63	$939,731.93	$24,112.88	$49,459.58	17	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,105,672.51	$8,733.71	$58,193.29	20	30
4	12/1/2017	12/31/2017	31	$175,800.58	$1,281,473.09	$9,252.66	$67,445.95	24	39
5	1/1/2018	1/31/2018	31	$568,442.13	$1,849,915.22	$29,918.01	$97,363.96	34	49
6	2/1/2018	2/28/2018	28	$282,226.98	$2,132,142.20	$14,854.05	$112,218.01	39	57
7	3/1/2018	3/31/2018	31	$696,205.12	$2,828,347.32	$36,642.70	$148,860.71	52	66
8	4/1/2018	4/30/2018	30	$424,409.91	$3,252,757.23	$22,337.04	$171,197.75	60	75
9	5/1/2018	5/31/2018	31	$267,712.89	$3,520,470.12	$14,089.28	$185,287.03	65	84
10	6/1/2018	6/30/2018	30	$352,872.20	$3,873,342.32	$18,572.22	$203,859.25	71	93
11	7/1/2018	7/31/2018	31	$149,691.68	$4,023,034.00	$7,878.51	$211,737.76	74	102
12	8/1/2018	8/31/2018	31	$857,527.47	$4,880,561.47	$45,133.02	$256,870.78	90	112

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

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

Adjusted Price = $5,713,278.44



Inner Loop Improvements
(WilCo Way to Belmont Drive)

Project Length: 4.4 Miles
Roadway Classification: Urban Arterial

Project Schedule: September 2017 - September 2018
Estimated Construction Cost: $5.5 Million

AUGUST 2018 IN REVIEW

8/3/2018: WilCo Way (WW): Chasco Constructors continued to grade and clean the topsoil in and around both retention ponds. General clean-up was performed. Central Maintenance Facility (CMF): No work performed.

8/10/2018: WW: The valves for the ponds were installed. Subcontractor RSI seeded the remaining areas and installed soil retention blanket on the slopes at the Animal Shelter driveway. CMF: No work performed.

8/17/2018: WW: The 42" safety end treatments (SETs) were graded and formed on the upstream end of Culvert 2. Subcontractor Allied Electric wired the valves for Ponds A and B. CMF: No work performed.

8/24/2018: WW: Concrete was placed for the 42" SETs on the upstream end of Culvert 2. The pipe runners were installed and the area cleaned around the SETs. CMF: Subcontractor Flasher installed the curb stops in the Williamson County parking lot.

8/31/2018: WW: Vegetation continued to be established throughout the project. Subcontractor Allied Electric completed the wiring for the valves for Ponds A and B.

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

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Inner Loop Improvements (WilCo Way to Belmont Dr.)
Project No. 1706-168 Original Contract Price = $5,352,696.00

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	7	11
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	16	21
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	25	42
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	26	51
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$38,524.28	$179,143.24	33	62
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$247,595.29	46	72
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$317,113.24	59	82
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$421,636.55	78	92
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$473,192.95	88	102
10	8/1/2018	8/31/2018	31	$151,288.65	$4,410,025.17	$16,809.85	$490,002.80	91	113

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

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

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

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

Adjusted Price = $5,396,428.13

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

Original Contract Price = $1,232,539.10

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

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

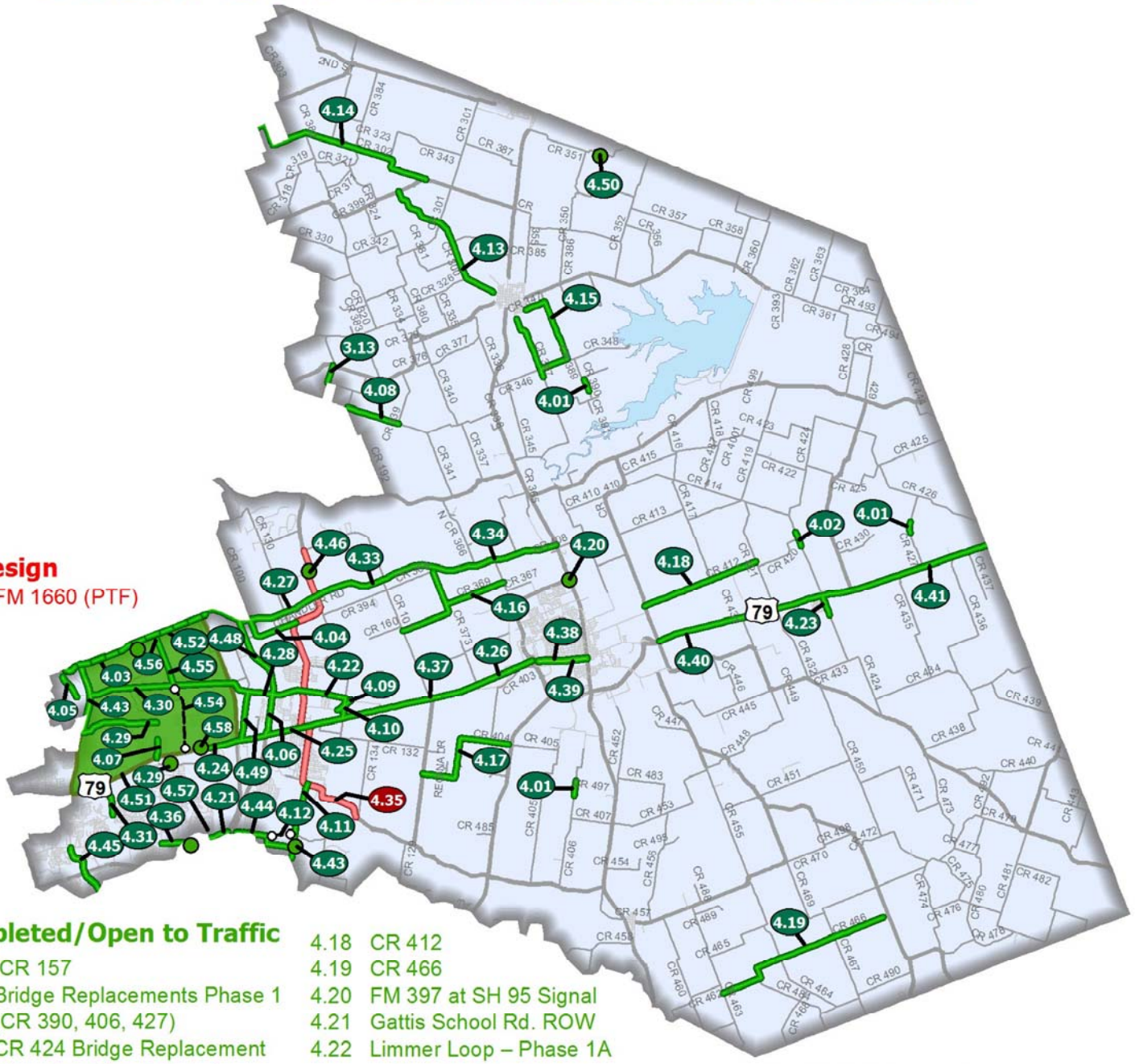
8/31/2018 Comments - The Certificate of Acceptance is being drafted.

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

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

Adjusted Price = $1,271,834.86

2006 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



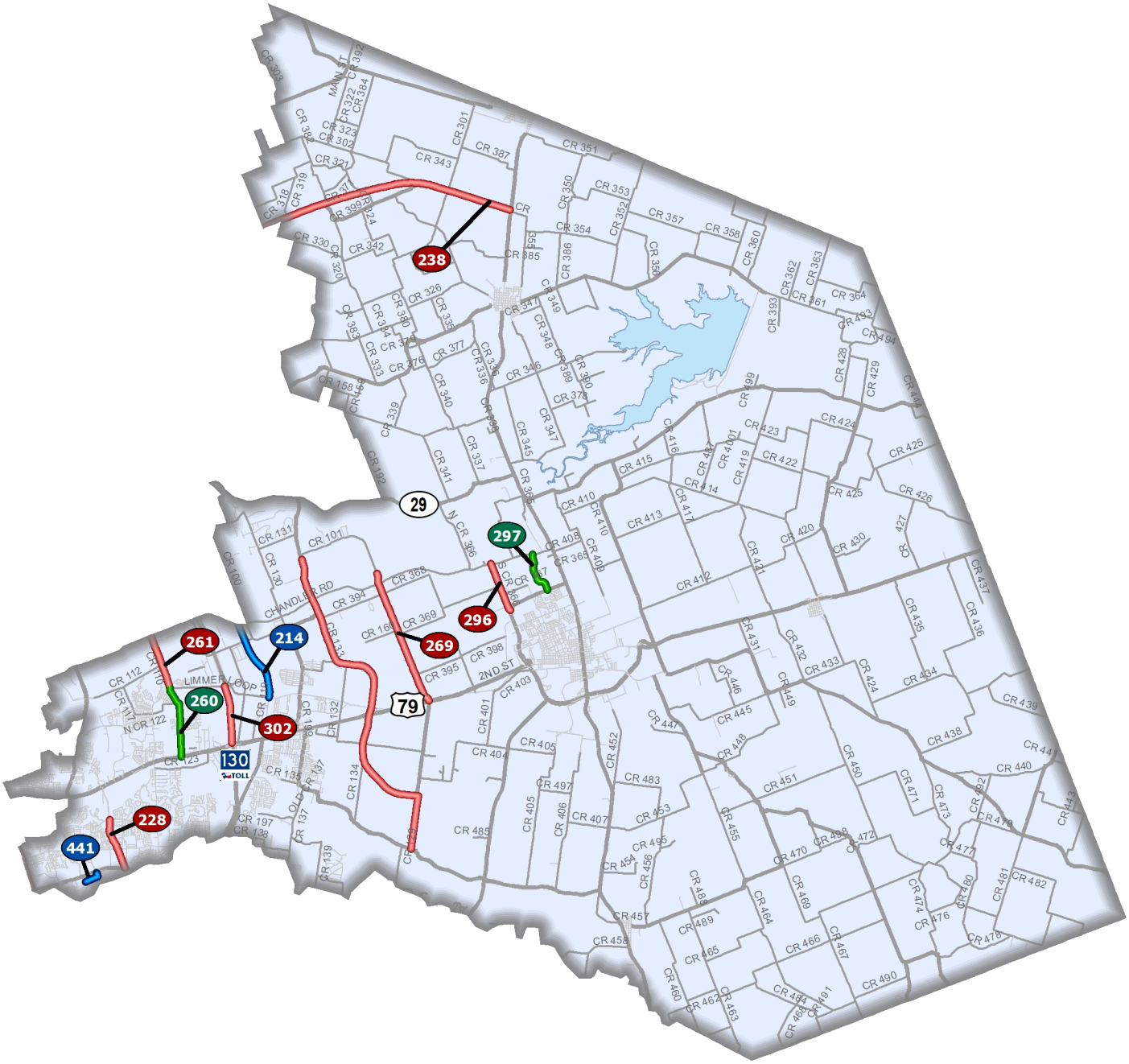
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

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

2013 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



Completed/Open to Traffic

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

Under Construction/Bidding

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

In Design

228 Kenney Fort Blvd. Segments 2 and 3 (Forest Creek Blvd. to SH 45)
238 Ronald Reagan Blvd Extension (IH 35 to SH 95)
261 CR 110 Middle (N Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Rd.)
296 CR 366 Widening (Chandler Rd. to Carlos G. Parker Blvd.)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

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

Original Contract Price = $11,224,589.02

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/13/2017	3/31/2017	78	$1,644,069.60	$1,644,069.60	$182,674.40	$182,674.40	18	15
2	4/1/2017	4/30/2017	30	$393,511.50	$2,037,581.10	$43,723.50	$226,397.90	22	21
3	5/1/2017	5/31/2017	31	$582,730.20	$2,620,311.30	$64,747.80	$291,145.70	28	27
4	6/1/2017	6/30/2017	30	$630,479.66	$3,250,790.96	$70,053.30	$361,199.00	35	33
5	7/1/2017	7/31/2017	31	$803,057.63	$4,053,848.59	$89,228.62	$450,427.62	44	39
6	8/1/2017	8/31/2017	31	$1,287,965.24	$5,341,813.83	$143,107.25	$593,534.87	58	45
7	9/1/2017	9/30/2017	30	$469,097.52	$5,810,911.35	$52,121.95	$645,656.82	63	51
8	10/1/2017	10/31/2017	31	$875,490.26	$6,686,401.61	$97,276.69	$742,933.51	72	57
9	11/1/2017	11/30/2017	30	$435,997.94	$7,122,399.55	$48,444.22	$791,377.73	77	63
10	12/1/2017	12/31/2017	31	$176,721.48	$7,299,121.03	$19,635.72	$811,013.45	79	69
11	1/1/2018	1/31/2018	31	$408,025.00	$7,707,146.03	$45,336.11	$856,349.56	83	75
12	2/1/2018	2/28/2018	28	$269,828.24	$7,976,974.27	$29,980.92	$886,330.48	86	81
13	3/1/2018	3/31/2018	31	$356,056.48	$8,333,030.75	$39,561.82	$925,892.30	90	87
14	4/1/2018	4/30/2018	30	$729,037.53	$9,062,068.28	$81,004.17	$1,006,896.47	98	93
15	5/1/2018	5/31/2018	23	$155,696.26	$9,217,764.54	$17,299.59	$1,024,196.06	99	97

8/31/2018 Comments - The Contractor continued watering to establish vegetation. All other punchlist items have been completed.

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

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

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

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

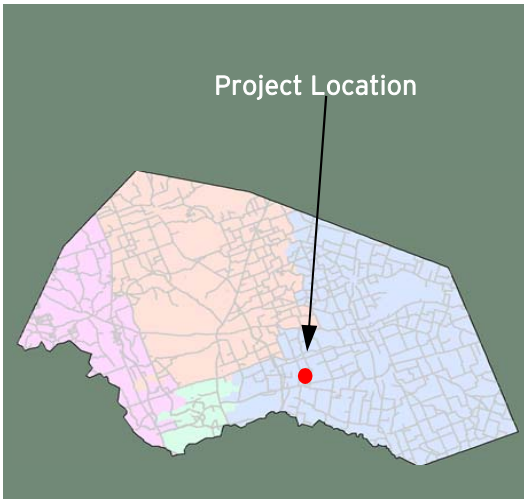
Change Order Number	Approved	Cost This CO	Total COs
03	12/12/2017	31,812.74	28,815.43

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

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

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

Adjusted Price = $10,320,910.58



County Road 119
(Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
Roadway Classification: Suburban Collector

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

AUGUST 2018 IN REVIEW

8/3/2018: Joe Bland Construction continued placing geogrid and the first course of flexible base south of Limmer Loop and at Culvert C. Subcontractor AAA Fencing began installing privacy fence on the west ROW south of CR 118.

8/10/2018: Lime treating subgrade began between Chandler Rd. and CR 118. Subcontractor AAA Fencing continued to install the privacy fence on the west ROW south of CR 118.

8/17/2018: Lime treated subgrade continued to be placed between Chandler Rd. and CR 118. Geogrid and first course of flexible base continued to be placed from south of CR 118 to Chandler Rd.

8/24/2018: Geogrid and first course of flexible base continued to be placed from south of CR 118 to Chandler Rd.

8/31/2018: Traffic signal poles and mast arms were installed at Limmer Loop. AAA Fence continued to install the privacy fence along the west ROW south of CR 118. Subcontractor Austin Traffic Signal completed the installation of the signals at the intersection of Limmer Loop and CR 119/Ed Schmidt.

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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $6,640,302.71

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2017	12/31/2017	31	$65,613.60	$65,613.60	$7,290.40	$7,290.40	1	7
2	1/1/2018	1/31/2018	31	$473,860.64	$539,474.24	$52,651.18	$59,941.58	9	14
3	2/1/2018	2/28/2018	28	$323,428.91	$862,903.15	$35,936.55	$95,878.13	14	20
4	3/1/2018	3/31/2018	31	$229,232.44	$1,092,135.59	$25,470.27	$121,348.40	18	27
5	4/1/2018	4/30/2018	30	$630,740.24	$1,722,875.83	$70,082.25	$191,430.65	29	34
6	5/1/2018	5/31/2018	31	$298,792.28	$2,021,668.11	$33,199.14	$224,629.79	34	40
7	6/1/2018	6/30/2018	30	$448,853.39	$2,470,521.50	$49,872.60	$274,502.39	41	47
8	7/1/2018	7/31/2018	31	$494,029.30	$2,964,550.80	$54,892.14	$329,394.53	50	54
9	8/1/2018	8/31/2018	31	$464,999.77	$3,429,550.57	$51,666.64	$381,061.17	57	61

Adjusted Price = $6,640,302.71

Commissioners Court - Regular Session **35.**

Meeting Date: 09/18/2018

1805-229 CR 279 (Bagdad Road) at River Ranch Park Road Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for CR 279 (Bagdad Road) at River Ranch Park Road, a Road Bond Project in Commissioner Pct. 2.
Project: P438 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as requested by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1805-229 CR 279 (Bagdad Rd) at River Ranch Notice of Intent

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:44 AM
Form Started By: Dawn Haggard		Started On: 09/11/2018 02:04 PM
Final Approval Date: 09/13/2018		

TCEQ Office Use Only
Permit No:
CN:
RN:

Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly. **Incomplete applications delay approval or result in automatic denial.**

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: https://www3.tceq.texas.gov/steers/index.cfm

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is $325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is $225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: http://www.tceq.texas.gov/epay.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
  - Check/Money Order Number: Click here to enter text
  - Name printed on Check: Click here to enter text
- If payment was made via ePay, provide the following:
  - Voucher Number: Click here to enter text
  - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? ☐ Yes ☒ No

If Yes, provide the authorization number here: TXR15 Click here to enter text.

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: Click here to enter text.

Title: Judge Credentials: Click here to enter text.

Phone Number: 512-744-9082 Fax Number: Click here to enter text.

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Mailing Information if outside USA:

Territory: Click here to enter text.

Country Code: Click here to enter text. Postal Code: Click here to enter text.

d) Indicate the type of customer:

☐ Individual	☐ Federal Government
☐ Limited Partnership	☒ County Government
☐ General Partnership	☐ State Government
☐ Trust	☐ City Government
☐ Sole Proprietorship (D.B.A.)	☐ Other Government
☐ Corporation	☐ Other: Click here to enter text.
☐ Estate	

e) Is the applicant an independent operator? ☐ Yes ☒ No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

☐ 0-20
☐ 21-100
☐ 101-250
☐ 251-500
☒ 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: Click here to enter text.

Federal Tax ID: Click here to enter text.

Texas Secretary of State Charter (filing) Number: Click here to enter text.

DUNS Number (if known): Click here to enter text.

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3

☒ No, complete this section

Prefix (Mr. Ms. Miss): Miss

First and Last Name: Dawn Haggard Suffix: Click here to enter text.

Title: Construction Project Administrator Credential: Click here to enter text.

Organization Name: Click here to enter text.

Phone Number: 512-744-9082 Fax Number: Click here to enter text.

E-mail: dhaggard@hntb.com

Mailing Address: 101 E. Old Settlers Blvd Ste 100

Internal Routing (Mail Code, Etc.): Click here to enter text.

City, State, and Zip Code: Round Rock, TX 78664

Mailing information if outside USA:

Territory: Click here to enter text.

Country Code: Click here to enter text. Postal Code: Click here to enter text.

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN Click here to enter text.

(Refer to Section 3.a) of the Instructions)

b) Name of project or site (the name known by the community where it's located): CR 279 (Bagdad Road at CR 278 (River Ranch Park)

c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Bagdad Rd at River Ranch – For the construction of a portion of Bagdad Road and River Ranch County Park Road and the construction of a water line.

d) County or Counties (if located in more than one): Williamson

e) Latitude: **30°38'14.28" N** Longitude: **97°54'52" W**

f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name: Click here to enter text.

City, State, and Zip Code:

Section B:

Location Description: CR 279 (Bagdad Rd) at CR 278 (River Ranch County Park Road) – constructing portion of roadway and new park road.

City (or city nearest to) where the site is located: Liberty Hill

Zip Code where the site is located: 78642

SECTION 4. GENERAL CHARACTERISTICS

a) Is the project or site located on Indian Country Lands?

☐ Yes, do not submit this form. You must obtain authorization through EPA Region 6.

☒ No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

☐ Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.

☒ No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? **1611**

d) What is the Secondary SIC Code(s), if applicable? Click here to enter text.

e) What is the total number of acres to be disturbed? 17.56

f) Is the project part of a larger common plan of development or sale?

☐ Yes

☒ No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.

g) What is the estimated start date of the project? 10/10/2018

h) What is the estimated end date of the project? 7/30/2020

i) Will concrete truck washout be performed at the site? ☒ Yes ☐ No

j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? S Fork San Gabriel River

k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1250

l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?

☐ Yes ☒ No

If Yes, provide the name of the MS4 operator:

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?

☒ Yes, complete the certification below.

☐ No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. ☒ Yes

SECTION 5. NOI CERTIFICATION

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☒ Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☒ Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☒ Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). ☒ Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____Date: _____

Commissioners Court - Regular Session **36.**

Meeting Date: 09/18/2018

1706-168 Inner Loop Improvements Change Order #3

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 #3 with Chasco Constructors in the amount of $183,780.89 for Inner Loop Improvements, a Road Bond Project in Commissioner Pct. 3.
Project: P226 Funding: Road Bond

Background

This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way. The existing driveway was removed because it did not provide good visibility of vehicles on Inner Loop. Removing the driveway modified elements of the Wilco Way portion of the project. The Change Order also documents reductions in quantities for Safety End Treatments on the Wilco Way portion of the project. 90 days will be added to the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1706-168 - Inner Loop Improvements CO #3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Dawn Haggard		Started On: 09/12/2018 11:14 AM
Final Approval Date: 09/13/2018		

Received
SEP 12 2018
HNTB Corporation
Round Rock

Received
SEP 06 2018
HNTB Corporation
Round Rock

RECEIVED
SEP 7 2018
BY: PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*1706-168*
Roadway:	*Inner Loop Improvements*
CSJ Number:	

1. CONTRACTOR: **Chasco Constructors**

2. Change Order Work Limits: Inner Loop at Wilco Way Sta. **100+00** to Sta. **110+00**

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

4. Reasons: **3F, 2C** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditons(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

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

7. New or revised plan sheet(s) are attached and numbered:

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 8-15-18

By

Typed/Printed Name BILL BAMBRICK

Typed/Printed Title SR. PM

The following information must be provided

Time Ext. #: 1 Days added on this CO: **90**

Amount added by this change order: **$183,780.89**

RECOMMENDED FOR EXECUTION:

P.E. 9/6/18
Project Manager Date

N/A
Design Engineer Date

9/11/18
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: ***3*** ***Project #*** ***1706-168***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			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
	Inner Loop at Wilco Way								
110-6001	EXCAVATION(ROADWAY)	CY	$8.00	11,275	$90,200.00	781.00	12,056.00	$96,448.00	$6,248.00
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$12.00	13,247	$158,964.00	(876.00)	12,371.00	$148,452.00	($10,512.00)
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.50	24,389	$36,583.50	848.00	25,237.00	$37,855.50	$1,272.00
166-6002	FERTILIZER	TON	$820.00	2.20	$1,804.00	0.10	2.30	$1,886.00	$82.00
168-WC01	VEGETATIVE WATERING	MG	$28.00	1,019	$28,532.00	25.40	1,044.40	$29,243.20	$711.20
169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$1.30	0	$0.00	3,500.00	3,500.00	$4,550.00	$4,550.00
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	CY	$42.00	2,144	$90,048.00	826.00	2,970.00	$124,740.00	$34,692.00
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.20	1,520	$6,384.00	59.00	1,579.00	$6,631.80	$247.80
316-6193	AGGR (TYPD GR 5 SAC B)	CY	$100.00	143	$14,300.00	(37.00)	106.00	$10,600.00	($3,700.00)
316-6413	ASPH (AC-15P,HFRS-2P, CRS-2P)	GAL	$3.25	6,250	$20,312.50	(267.00)	5,983.00	$19,444.75	($867.75)
341-6008	D-GR HMA TY B PG64-22	TON	$68.00	1,292	$87,856.00	51.00	1,343.00	$91,324.00	$3,468.00
341-6042	D-GR HMA TY D SAC B PG70-22	TON	$81.20	1,875	$152,250.00	(63.00)	1,812.00	$147,134.40	($5,115.60)
432-6024	RIPRAP (STONE COMMON)(DRY)(12IN)	CY	$130.00	11	$1,430.00	4.00	15.00	$1,950.00	$520.00
464-6003	RC PIPE (CL III)(18IN)	LF	$50.00	195	$9,750.00	(87.00)	108.00	$5,400.00	($4,350.00)
464-6008	RC PIPE (CL III)(36IN)	LF	$111.00	138	$15,318.00	9.00	147.00	$16,317.00	$999.00
464-6009	RC PIPE (CL III)(42IN)	LF	$122.00	434	$52,948.00	9.00	443.00	$54,046.00	$1,098.00
467-6363	SET (TY II)(18IN)(RCP)(6:1)(P)	EA	$800.00	2	$1,600.00	(2.00)	0.00	$0.00	($1,600.00)
467-6477	SET (TY II)(48IN)(RCP)(4:1)C	EA	$5,000.00	9	$45,000.00	(8.00)	1.00	$5,000.00	($40,000.00)
TOTALS					$813,280.00			$801,022.65	($12,257.35)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # 1706-168***

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
	Inner Loop at Wilco Way								
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$20.00	170	$3,400.00	15.00	185.00	$3,700.00	$300.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	170	$1,700.00	15.00	185.00	$1,850.00	$150.00
506-6041	BIODEGR EROSN CONT LOGS (INSTL)(12")	LF	$5.00	4,095	$20,475.00	96.00	4,191.00	$20,955.00	$480.00
506-6043	BIODEGR EROSN CONT LOGS (REMOVE)	LF	$0.30	4,095	$1,228.50	96.00	4,191.00	$1,257.30	$28.80
530-6004	DRIVEWAY (CONC)	SY	$68.00	891	$60,588.00	(432.00)	459.00	$31,212.00	($29,376.00)
531-6002	CONC SIDEWALKS (5")	SY	$44.00	1,405	$61,820.00	67.00	1,472.00	$64,768.00	$2,948.00
666-6029	REFL PAV MRK TY I (W)8"(DOT)(090 MIL)	LF	$1.50	44	$66.00	24.00	68.00	$102.00	$36.00
666-6035	REFL PAV MRK TY I (W)8"(SLD)(090 MIL)	LF	$0.85	932	$792.20	(52.00)	880.00	$748.00	($44.20)
666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	EA	$4.80	24.00	$115.20	51.00	75.00	$360.00	$244.80
666-5053	REFL PAV MRK TY I (W)(ARROW)(090 MIL)	EA	$85.00	10.00	$850.00	(2.00)	8.00	$680.00	($170.00)
666-6077	REFL PAV MRK TY I (WORD)(090 MIL)	EA	$95.00	6.00	$570.00	(2.00)	4.00	$380.00	($190.00)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.15	4898.00	$734.70	136.00	5,034.00	$755.10	$20.40
666-6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$0.35	44.00	$15.40	24.00	68.00	$23.80	$8.40
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.30	932.00	$279.60	(220.00)	712.00	$213.60	($66.00)
666-6184	REFL PAV MRK TY II (W)(ARROW)	EA	$42.00	10.00	$420.00	(2.00)	8.00	$336.00	($84.00)
666-6192	REFL PAV MRK TY II I(W)(WORD)	EA	$50.00	6.00	$300.00	(2.00)	4.00	$200.00	($100.00)
666-6207	REFL PAV MRK TY II (Y) 4"(SLD)	LF	$0.15	6411.00	$961.65	481.00	6,892.00	$1,033.80	$72.15
666-6302	RE PM W/RET REQ TY I (W) 4" (SLD)(090 MIL)	LF	$0.35	4898.00	$1,714.30	136.00	5,034.00	$1,761.90	$47.60
666-6314	RE PM W/RET REQ TY I (Y) 4" (SLD)(090 MIL)	LF	$0.35	6411.00	$2,243.85	481.00	6,892.00	$2,412.20	$168.35
672-6007	REFL PAV MRKR TY I-C	EA	$4.00	47.00	$188.00	(13.00)	34.00	$136.00	($52.00)
999-WC04	RE-STOCKING FEE FOR UNUSED MATERIALS	LS	$2,100.00	0	$0.00	1.00	1.00	$2,100.00	$2,100.00
The "Totals" from Table B of the previous work sheet:					$813,280.00			$801,022.65	($12,257.35)
TOTALS					$971,742.40			$936,007.35	($35,735.05)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***3*** ***Project #*** ***1706-168***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	Animal Shelter Driveway								
100-6002A	PREPARING ROW	STA	$1,600.00	0.00	$0.00	4.85	4.85	$7,760.00	$7,760.00
104-6029A	REMOVING CONC (CURB OR CURB AND GUTTER)	LF	$8.00	0.00	$0.00	181.00	181.00	$1,448.00	$1,448.00
110-6001A	EXCAVATION (ROADWAY)	CY	$8.00	0.00	$0.00	270.00	270.00	$2,160.00	$2,160.00
110-6002A	EXCAVATION (CHANNEL)	CY	$18.00	0.00	$0.00	23.00	23.00	$414.00	$414.00
132-6003A	EMBANKMENT (FINAL)(ORD COM)(TY B)	CY	$12.00	0.00	$0.00	199.00	199.00	$2,388.00	$2,388.00
160-WC02A	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.50	0.00	$0.00	2766.00	2,766.00	$4,149.00	$4,149.00
164-WC05A	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY	$0.25	0.00	$0.00	2766.00	2,766.00	$691.50	$691.50
166-6002A	FERTILIZER	TON	$820.00	0.00	$0.00	0.02	0.02	$16.40	$16.40
168-WC01A	VEGETATIVE WATERING	MG	$28.00	0.00	$0.00	83.00	83.00	$2,324.00	$2,324.00
169-6001A	SOIL RETENTION BLANKET (CL 1)(TY A)	SY	$1.30	0.00	$0.00	1000.00	1,000.00	$1,300.00	$1,300.00
247-6044A	FL BS (COMP IN PLC)(TY A GR 4)(FINAL POS)	CY	$42.00	0.00	$0.00	795.00	795.00	$33,390.00	$33,390.00
260-6009A	LIME TRT (EXST MATL)(10")	SY	$11.26	0.00	$0.00	2329.00	2,329.00	$26,224.54	$26,224.54
260-6016A	LIME (SLURRY)	TON	$182.00	0.00	$0.00	53.00	53.00	$9,646.00	$9,646.00
310-6001A	PRIME COAT (MULTI OPTION)	GAL	$4.20	0.00	$0.00	263.00	263.00	$1,104.60	$1,104.60
316-6193A	AGGR (TY D GR 5 SAC-B)	CY	$100.00	0.00	$0.00	9.00	9.00	$900.00	$900.00
316-6413A	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	$3.25	0.00	$0.00	499.00	499.00	$1,621.75	$1,621.75
341-6008A	D-GR HMA TY B PG 64-22	TON	$68.00	0.00	$0.00	302.00	302.00	$20,536.00	$20,536.00
341-6042A	D-GR HMA TY D SAC B PG 70-22	TON	$80.00	0.00	$0.00	151.00	151.00	$12,080.00	$12,080.00
432-6024A	RIP RAP (STONE COMMON)(DRY)(12IN)	CY	$130.00	0.00	$0.00	4.00	4.00	$520.00	$520.00
464-6018A	RCPIPE (CL IV)(24IN)	LF	$58.00	0.00	$0.00	131.00	131.00	$7,598.00	$7,598.00
465-6126A	INLET (COMPL)(PSL)(FG)(3FT X 3FT)	EA	$2,900.00	0.00	$0.00	1.00	1.00	$2,900.00	$2,900.00
467-6388A	SET (TY II)(24IN)(RCP)(3:1)C	EA	$1,400.00	0.00	$0.00	1.00	1.00	$1,400.00	$1,400.00
506-6002A	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$20.00	0.00	$0.00	5.00	5.00	$100.00	$100.00
506-6011A	ROCK FILTER DAMS (REMOVE)	LF	$10.00	0.00	$0.00	5.00	5.00	$50.00	$50.00
506-6041A	BIODEG EROSN CONT LOGS (INSTL)(12IN)	LF	$5.00	0.00	$0.00	540.00	540.00	$2,700.00	$2,700.00
506-6043A	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.30	0.00	$0.00	540.00	540.00	$162.00	$162.00
529-6030A	CONC CURB &GUTTER (VALLEY GUTTER)	LF	$13.00	0.00	$0.00	800.00	800.00	$10,400.00	$10,400.00
530-6004A	DRIVEWAYS (CONC)	SY	$98.00	0.00	$0.00	650.00	650.00	$63,700.00	$63,700.00
666-6035A	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	$0.85	0.00	$0.00	168.00	168.00	$142.80	$142.80
666-6047A	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	$4.80	0.00	$0.00	51.00	51.00	$244.80	$244.80
666-6053A	REFL PAV MRK TY I (W)(ARROW)(090MIL)	EA	$85.00	0.00	$0.00	4.00	4.00	$340.00	$340.00
666-6077A	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	$95.00	0.00	$0.00	2.00	2.00	$190.00	$190.00
666-6178A	REFL PAV MRK TY II(W)8"(SLD)	LF	$0.30	0.00	$0.00	168.00	168.00	$50.40	$50.40
666-6182A	REFL PAV MRK TY II (W)24"(SLD)	LF	$1.65	0.00	$0.00	51.00	51.00	$84.15	$84.15
666-6184A	REFL PAV MRK TY II (W)(ARROW)	EA	$42.00	0.00	$0.00	4.00	4.00	$168.00	$168.00
666-6192A	REFL PAV MRK TY II (W)(WORD)	EA	$50.00	0.00	$0.00	2.00	2.00	$100.00	$100.00
666-6207A	REFL PAV MRK TY II (Y)4"(SLD)	LF	$0.15	0.00	$0.00	944.00	944.00	$141.60	$141.60
666-6314A	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	$0.35	0.00	$0.00	944.00	944.00	$330.40	$330.40
672-6007A	REFL PAV MRKR TY I-C	EA	$4.00	0.00	$0.00	10.00	10.00	$40.00	$40.00
The "Totals" from Table B of the previous work sheet:					$971,742.40			$936,007.35	($35,735.05)
TOTALS					$971,742.40			$1,155,523.29	$183,780.89

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
Inner Loop Improvements

Williamson County Project No. 1706-168

Change Order No. 3

Reason for Change

This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

The driveway was deleted because it was located at a low spot in the profile of the existing roadway that did not provide visibility of vehicles on Inner Loop. Deleting the driveway modified elements of the Wilco Way portion of the project. The right turn lane to the Animal Shelter driveway was deleted which changed quantities for various items such as excavation, embankment, erosion control, pavement markings and drainage. The Contractor maintained the original bid prices in the contract for the additional work. The Change Order also documents reductions in quantities for Safety End treatments on the Wilco Way portion of the project. The construction of new safety end treatments on existing pipes was deleted because the existing pipes functioned normally and replacement was not necessary. This resulted in a cost savings for the project. In exchange for deletion of the safety end treatments, a small re-stocking fee will be paid for the unused materials that were already delivered to the project.

The Contractor requested 90 days to be added to the contract for this additional work because they have completed work on the original contract and demobilized from the project. Due to their workload of other projects it is unknown at this time when work will begin on the driveway. The Contractor has assured that work will begin as soon as possible. There will be no additional cost to the County for this delay.

The following summarizes the new Contract items required for this Change Order. The unit rate submitted by the Contractor is consistent with the County and TxDOT average low bid unit price.

ITEM	DESCRIPTION	QTY	UNIT
260-6009A	LIME TRT (EXIST MATL)(10”)	2329.00	SY
260-6016A	LIME (SLURRY)	53.00	TON
464-6018A	RCPIPE (CL IV)(24IN)	131.00	LF
999-WC04	RE-STOCKING FEE FOR UNUSED MATERIALS	1.00	LS

This Change Order results in a net increase of $183,780.89 to the Contract amount, for an adjusted Contract total of $5,580,209.02. The original Contract amount was $5,352,696.00. As a result of this and all Change Orders to-date, $227,513.02 has been added to the Contract, resulting in a 4.25% net increase in the Contract cost. Ninety (90) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Dawn Haggard

From: Bill Bambrick <bill@chasco.com>
Sent: Wednesday, August 01, 2018 2:56 PM
To: Clayton Weber; Steven Shull; Eddie R. Church; 62811_1706-168_InnerLoopImprovements
Cc: Scott Warner
Subject: New Animal Shelter access road

Clayton,

With regard to the schedule for the new access road to the Animal Shelter on Wilco Way Chasco requests 90 days be added to the contract time. The actual construction of the drive will take about two months however due to our current work load it will likely be a month (or more) before we can even get started on it. Please let me know if you have any questions.

Thanks,

Bill Bambrick
Senior Project Manager

CHASCO CONSTRUCTORS

General Contractor
Construction Manager
Excavation
Concrete
Utilities

P.O. Box 1057
Round Rock, TX 78680
Tel: (512) 244-0600
Fax: (512) 244-6085
www.chasco.com

Dawn Haggard

From: Bill Bambrick <bill@chasco.com>
Sent: Tuesday, June 26, 2018 11:33 AM
To: Clayton Weber; Eddie R. Church; Steven Shull; 62811_1706-168_InnerLoopImprovements
Cc: Shelley Butler
Subject: Animal Shelter access roadway
Attachments: CO #3, Animal Shelter added roadway.pdf

Clayton,

Please see the attached.

Thanks,

Bill Bambrick
Senior Project Manager

CHASCO CONSTRUCTORS

General Contractor
Construction Manager
Excavation
Concrete
Utilities

P.O. Box 1057
Round Rock, TX 78680
Tel: (512) 244-0600
Fax: (512) 244-6085
www.chasco.com

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 *Project #* 1706-168

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	Animal Shelter Driveway								
100-6002	PREPARING ROW	STA		4.85		4.85	4.85	$1,600.00	$7,760.00
104-6029	REMOVING CONC (CURB OR CURB AND GUTTER)	LF		0.00		181.00	215.00	$8.00	$1,720.00
110-6001	EXCAVATION (ROADWAY)	CY		0.00		270.00	270.00	$8.00	$2,160.00
110-6002	EXCAVATION (CHANNEL)	CY		0.00		23.00	23.00	$18.00	$414.00
132-6003	EMBANKMENT (FINAL)(ORD COM)(TY B)	CY		0.00		199.00	199.00	$12.00	$2,388.00
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY		0.00		2766.00	2,766.00	$1.50	$4,149.00
164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY		0.00		2766.00	2,766.00	$0.25	$691.50
166-6002	FERTILIZER	TON		0.00		0.02	0.02	$820.00	$16.40
168-WC01	VEGETATIVE WATERING	MG		0.00		83.00	83.00	$28.00	$2,324.00
169-6001	SOIL RETENTION BLANKET (CL 1)(TY A)	SY		0.00		1000.00	845.00	$1.30	$1,098.50
247-6044	FL BS (COMP IN PLC)(TY A GR 4)(FINAL POS)	CY		0.00		795.00	795.00	$42.00	$33,390.00
260-6009	LIME TRT (EXST MATL)(10")	SY		0.00		2329.00	2,329.00	$11.26	$26,224.54
260-6016	LIME (SLURRY)	TON		0.00		53.00	53.00	$182.00	$9,646.00
310-6001	PRIME COAT (MULTI OPTION)	GAL		0.00		263.00	263.00	$4.20	$1,104.60
316-6193	AGGR (TY D GR 5 SAC-B)	CY		0.00		9.00	9.00	$100.00	$900.00
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL		0.00		499.00	499.00	$3.25	$1,621.75
341-6008	D-GR HMA TY B PG 64-22	TON		0.00		302.00	302.00	$68.00	$20,536.00
341-6042	D-GR HMA TY D SAC B PG 70-22	TON		0.00		151.00	151.00	$80.00	$12,080.00
432-6024	RIP RAP (STONE COMMON)(DRY)(12IN)	CY		0.00		4.00	4.00	$130.00	$520.00
464-6026	RC PIPE (CL IV) (24 IN) ADDED ITEM	LF		0.00		140.00	140.00	$58.00	$8,120.00
465-6126	INLET (COMPL)(PSL)(FG)(3FT X 3FT)	EA		0.00		1.00	1.00	$2,900.00	$2,900.00
467-6388	SET (TY II)(24IN)(RCP)(3:1)C	EA		0.00		1.00	1.00	$1,400.00	$1,400.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING ADDED	MO		0.00		2.00	2.00	$3,000.00	$6,000.00
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF		0.00		5.00	5.00	$20.00	$100.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF		0.00		5.00	5.00	$10.00	$50.00
506-6041	BIODEG EROSN CONT LOGS (INSTL)(12IN)	LF		0.00		540.00	540.00	$5.00	$2,700.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF		0.00		540.00	540.00	$0.30	$162.00
529-6030	CONC CURB &GUTTER (VALLEY GUTTER)	LF		0.00		800.00	800.00	$13.00	$10,400.00
530-6004	DRIVEWAYS (CONC)	SY		0.00		650.00	650.00	$98.00	$63,700.00
666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF		0.00		168.00	168.00	$0.85	$142.80
666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF		0.00		51.00	51.00	$4.80	$244.80
666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	EA		0.00		4.00	4.00	$85.00	$340.00
666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA		0.00		2.00	2.00	$95.00	$190.00
666-6178	REFL PAV MRK TY II(W)8"(SLD)	LF		0.00		168.00	168.00	$0.30	$50.40
666-6182	REFL PAV MRK TY II (W)24"(SLD)	LF		0.00		51.00	51.00	$1.65	$84.15
666-6184	REFL PAV MRK TY II (W)(ARROW)	EA		0.00		4.00	4.00	$42.00	$168.00
666-6192	REFL PAV MRK TY II (W)(WORD)	EA		0.00		2.00	2.00	$50.00	$100.00
666-6207	REFL PAV MRK TY II (Y)4"(SLD)	LF		0.00		944.00	944.00	$0.15	$141.60
666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF		0.00		944.00	944.00	$0.35	$330.40
672-6007	REFL PAV MRKR TY I-C	EA		0.00		10.00	10.00	$4.00	$40.00
The "Totals" from Table B of the previous work sheet:									
TOTALS									$226,108.44

Commissioners Court - Regular Session **37.**

Meeting Date: 09/18/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $100,000 from 2013 Road Non-Departmental (P290) to Reagan Blvd at Rita Ranch (P328) of $50,000 and San Gabriel Ranch Road (P439) of $50,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Emmeline Palma		Started On: 09/10/2018 11:56 AM
Final Approval Date: 09/13/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: September 6, 2018

Re: 2013 Road Bond Transfers

Two county road projects require construction observation and inspection by HNTB. The San Gabriel Ranch Road project includes a bridge and dam requiring unique inspection services. These inspection services will be performed under HNTB's Road Bond construction management contract. Please make the following transfers to the 2013 Road Bond Program budgets:

- Move $50,000.00 from P-290 2013 Unallocated to a new P# Reagan Blvd at Rita Ranch (add left turn lane);
- Move $50,000.00 from P-290 2013 Unallocated to a new P# San Gabriel Ranch Road.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **38.**

Meeting Date: 09/18/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $1,000,000 from 2013 Road Non-Departmental (P290) to O'Connor Drive North of RM 620 Traffic Study (P281).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 12:05 PM
Form Started By: Emmeline Palma		Started On: 09/13/2018 11:54 AM
Final Approval Date: 09/13/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: September 13, 2018

Re: 2013 Road Bond Transfers

The County would like to move forward with providing signals along O'Connor Drive as identified through the traffic study conducted by Atkins. Please make the following transfers to the 2013 Road Bond Program budgets:

- Move $1,000,000.00 from P-290 2013 Unallocated to P-281 O'Connor Drive North of RM 620 Traffic Study.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **39.**

Meeting Date: 09/18/2018

Texas A&M Transportation Institute First Amendment

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 First Amendment under Williamson County Contract for Technical Research between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas A&M Transportation Institute First Amendment

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/11/2018 09:43 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Vicky Edwards		Started On: 09/07/2018 10:22 AM
Final Approval Date: 09/13/2018		

FIRST AMENDMENT
TO
TECHNICAL RESEARCH AGREEMENT

Foam Asphalt Pavement Design

This First Amendment is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, pursuant to the Agreement, amendments shall be made in writing and signed by the parties; and

WHEREAS, it has become necessary to amend the Agreement in order to increase the original not-to-exceed amount from $50,000.00 to $90,000.00; and

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that the Agreement shall be amended as follows:

I. Section 2.1 of the Agreement shall be amended as follows:

The total cumulative fixed price amount for conducting the Services under all Work Authorizations agree to by the Parties under this Agreement shall not exceed a total of $90,000.00.

III. Except as otherwise amended by prior or future Amendments, all other terms of the Agreement are unchanged and will remain in full force and effect.

This First Amendment does not waive the parties' responsibilities and obligations provided under the Agreement.

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

TEXAS A&M TRANSPORTATION INSTITUTE:

By: _____
Signature

Julie A. Bishop
Printed Name

Associate Executive Director/SRS
Title

9.05, 2018
Date

WILLIAMSON COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____ ____, 20____
Date

Commissioners Court - Regular Session **40.**

Meeting Date: 09/18/2018

Texas A&M Transportation Institute WA1 Sup2

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 2 under Williamson County Contract between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design for Williamson County Road and Bridge.

Background

This supplemental is to extend the expiration date to September 30, 2019 and increase the maximum amount payable to $90,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas A&M Transportation Institute WA1 Sup2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/11/2018 09:43 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Vicky Edwards		Started On: 09/07/2018 10:31 AM
Final Approval Date: 09/13/2018		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Foam Asphalt Pavement Design

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

WHEREAS, pursuant to the Agreement, 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 TTI agree that WA #1 shall be amended, changed and modified as follows:

I. The above referenced WA #1 termination date shall be modified and extended to September 30, 2019. The Services to be provided by the TTI shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

II. The maximum amount payable for services under the Work Authorization is hereby increased from $50,000.00 to $90,000.00.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. TTI 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 TTI 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 TTI.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 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 Agreement.

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

TEXAS A&M TRANSPORTATION INSTITUTE:

By: _____
Signature

Julie A. Bishop
Printed Name

Associate Executive Director/SRS
Title

9.05.18
Date

WILLIAMSON COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

_____
Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **41.**

Meeting Date: 09/18/2018

Animal Shelter Expansion, P435 - Kleinfelder Contract Amendment 1

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 a Contract Amendment No. 1 to Williamson County Contract for Engineering Services between Williamson County and Kleinfelder, Inc. relating to additional Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project.

Background

Kleinfelder will provide additional and ongoing materials testing services for the Animal Shelter Remodel Project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 1

Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:45 AM
Form Started By: Gina Wrehsnig		Started On: 09/13/2018 10:19 AM
Final Approval Date: 09/13/2018		

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

Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project ("Project")

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kleinfelder, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective January 10, 2018, wherein Engineer agreed to perform certain professional engineering services, to-wit: Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project;

WHEREAS, County desires to engage Engineer to provide continuing engineering services for Construction Materials Testing and Inspection that are in addition to and beyond the overall scope of the Engineering Services set forth in the Contract (herein referred to as "Additional Engineering Services");

WHEREAS, this Amendment No. 1 provides a description of the scope of Additional Engineering Services, as well as increasing the Compensation Cap in Contract from $33,188.00 to $60,000.00 to provide funding for such Additional Engineering Services; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

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

I. Scope of Additional Engineering Services

Engineer hereby agrees to provide the following Additional Engineering Services:

- Additional soil technician visits as requested;

- Additional reinforcing steel and concrete inspection/testing visits, sample pick-up and concrete cylinders due to contractor's approach and scheduling of construction sequences (including overtime);
- Additional project management and administrative time for the Additional Engineering Services;
- Additional soils observation or testing;
- HMAC services will be requested and may include the following:
  - Observe and document rolling patterns during asphalt placement and collect one bag sample during each placement for laboratory testing; and
  - Obtain drilled asphalt cores for thickness confirmation, and in-place density vs. laboratory theoretical unit weight.
- Additional project management

II. Amendment to Article 5 - Compensation and Expenses

County and Engineer agree that Article 5 – Compensation and Expenses of the Contract shall be amended as follows:

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the 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 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 **sixty thousand and no/100 Dollars ($60,000.00)** (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 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 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 Engineer shall receive compensation for only actual fees and costs of the 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 Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient

detail to support the progress of the 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 Engineering Services shall be an absolute condition of payment.

Engineer 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 Engineer without mark-up.

III. Terms of Contract Control and Extent of Amendment No. 1

All Additional Engineering Services described herein will be performed in accordance with the terms and conditions of the Contract. All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IV. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
Kleinfelder, Inc.	**Williamson County, Texas**
By: Orlando Boscan	By: _____
Printed Name: ORLANDO BOSCAN	Printed Name: _____
Title: PROJECT MANAGER	Title: _____
Date: SEPTEMBER 11, 2018	Date: _____ ____, 20____

August 13, 2018
Project Number 20183368.001A

Mr. Dale Butler
Assistant Director, Projects
Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

Subject: **Proposal to Provide Construction Materials Testing and Observation**

Project: **Williamson County Regional Animal Shelter – Georgetown, Texas**
Project No. 16042

Dear Mr. Butler:

Kleinfelder, Inc. (Kleinfelder) was retained to perform construction materials testing and special inspection services for the subject project. Our initial estimate was submitted in December 2017 in the amount of $33,188. Since receiving work authorization Kleinfelder has been providing engineering, inspection and testing services at the subject project.

As discussed with you via email on July 24, 2018, additional services were provided by Kleinfelder beyond those estimated in our proposal dated November 15, 2017 (Revised December 19, 2017). *It should be noted our fees for observation and testing services fluctuate for a variety of reasons beyond our control. Because we are performing quality assurance services, we are forced to adhere to the contractor's schedule.* We included the fee estimate totals from our proposal on the attached Table 1. The additional services are presented by task on the attached Table 2, which includes estimates to complete the remaining required inspection and testing services. The additional work required, and remaining work are summarized below:

- Additional soil technician visits as requested by the contractor.
- Additional reinforcing steel and concrete inspection/testing visits, sample pick-up and concrete cylinders due to contractor's approach and scheduling of construction sequences (including overtime).
- Additional project management and administrative time for the above detailed out of scope items.

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1826 Kramer Lane, Suite M, Austin, TX 78758 p | 512.926.6650

We have also included a current estimate to complete the project based on a conversation with on site project staff on August 7, 2018. The additional services are presented by task on the attached Table 1 and summarized below:

- There will be additional requests for soils observation or testing.
- Additional visits will be requested for reinforced concrete observation We have included associated travel, trip charges and concrete compression tests.
- HMAC services will be requested and may include the following:
    - Observe and document rolling patterns during asphalt placement and collect one bag sample during each placement for laboratory testing.
    - Obtain drilled asphalt cores for thickness confirmation, and in-place density vs. laboratory theoretical unit weight.
- Additional project management and administrative time for the above detailed items and project closeout.

We estimate the additional fee for the scope of services described above will be approximately **$21,848,** as detailed in the attached additional fee estimate. Accordingly, we are requesting that our authorized budget be increased from $33,188 to **$55,036.**

As we cannot predict the actual level of effort that will be required for every task, our services will continue to be provided on a time-and-expense basis in accordance with The Work Authorization Number 1, with an effective date of January 9, 2018 and under the limitations and assumptions presented in our November 15, 2017 (Revised December 19, 2017) proposal. ***Williamson County will only be billed for work actually performed. If we can complete the additional requested tasks for less than the estimated amounts, we will.***

To authorize these additional services, we request that you forward an additional task order. If you have additional questions, please do not hesitate to contact us.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinion and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases, the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 60 days from the date of the proposal, unless a longer period is specifically required, in which case the longer period will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

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CLOSURE

We greatly appreciate the opportunity to continue providing our professional services to Williamson County. If you have any questions, comments, or require additional information, please contact the undersigned at 512.926.6650.

Sincerely,

KLEINFELDER, INC.
Texas Registered Engineering Firm F-16438

Orlando Boscan, PE
Project Manager

Jeremy L. Larsen
National Service Manager

Attachment:
Table 1 (Original Fees submitted on November 15, 2017 (Revised December 19, 2017)
Table 2 – Additional Project Estimate and Schedule of Fees

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KLEINFELDER
Bright People. Right Solutions.

WILLIAMSON COUNTY FACILITIES
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER - GEORGETOWN, TX
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES
PROJECT ESTIMATE & SCHEDULE OF FEES
TABLE 1 (SUBMITTED November 15, 2017, Revised December 19, 2017)

DESCRIPTION OF SERVICES	NOTES	QUANTITY	UNIT	RATE	TOTAL
A. SOILS SERVICES (EARTHWORK TESTING)					
Soils Services - Field Testing					
Field Technician		66	hours	$58.00	$3,828.00
Density Gauge (Field Density Testing)		11	trip	$25.00	$275.00
Technician - Sample Pick Up		12	hours	$58.00	$696.00
Vehicle Charge		15	trip	$40.00	$600.00
Soils Services - Laboratory Testing					
Sieve Analysis, #200 Wash	ASTM D-1140	4	each	$85.00	$340.00
Moisture-Density Relationship	TxDOT 114E/1	4	each	$275.00	$1,100.00
Atterberg Limit Test (PI Test)	ASTM D-4318	4	each	$115.00	$460.00
				Subtotal:	**$7,299.00**
B. Drilled Pier Observation					
Staff Professional		40	hours	$111.00	$4,440.00
Staff Professional - Overtime		15	hours	$111.00	$1,665.00
Technician - Sample Pick Up		9	hours	$58.00	$522.00
Concrete Equipment		6	trip	$7.00	$42.00
Vehicle Charge		9	trip	$40.00	$360.00
Concrete Services - Laboratory Testing					
Concrete Cylinders - Compressive Strength	ASTM C-39	100	each	$31.00	$3,100.00
				Subtotal:	**$10,129.00**
C. REINFORCING STEEL & CONCRETE SERVICES					
Reinforcing Steel Services - Field Observation					
Field Technician		32	hours	$58.00	$1,856.00
Vehicle Charge		5	trip	$40.00	$200.00
Concrete Services - Field Observation & Testing					
Field Technician		32	hours	$58.00	$1,856.00
Concrete Equipment		4	trip	$7.00	$28.00
Technician - Sample Pick Up		15	hours	$58.00	$870.00
Vehicle Charge		9	trip	$40.00	$360.00
Concrete Services - Laboratory Testing					
Concrete Cylinders - Compressive Strength	ASTM C-39	48	each	$31.00	$1,488.00
				Subtotal:	**$6,658.00**
D. STRUCTURAL STEEL SERVICES					
CWI, Technician		50	hours	$115.00	$5,750.00
UT Testing Equipment			day	$120.00	
Vehicle Charge		10	trip	$40.00	$400.00
				Subtotal:	**$6,150.00**
E. PROJECT MANAGEMENT & ADMINISTRATION					
Project Manager		8	hours	$141.00	$1,128.00
Assistant Project Manager		4	hours	$98.00	$392.00
Project Coordinator, Dispatcher		4	hours	$98.00	$392.00
Administration		16	hours	$65.00	$1,040.00
				Subtotal:	**$2,952.00**

Project Estimate Total:	**$33,188.00**

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WILLIAMSON COUNTY FACILITIES
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER - GEORGETOWN, TX
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES
ADDITIONAL PROJECT ESTIMATE & SCHEDULE OF FEES
TABLE 2

DESCRIPTION OF SERVICES	QUANTITY	UNIT	RATE	TOTAL
A. SOILS SERVICES (EARTHWORK TESTING)				
Soils Services - Field Testing				
Field Technician	90	hours	$58.00	$5,220.00
Density Gauge (Field Density Testing)	10	trip	$25.00	$250.00
Technician - Sample Pick Up	10	hours	$58.00	$580.00
Vehicle Charge	10	trip	$40.00	$400.00
			Subtotal:	**$6,450.00**
B. REINFORCING STEEL & CONCRETE SERVICES				
Reinforcing Steel Services - Field Observation				
Field Technician	30	hours	$58.00	$1,740.00
Vehicle Charge	6	trip	$40.00	$240.00
Concrete Services - Field Observation & Testing				
Field Technician	30	hours	$58.00	$1,740.00
Field Technician - Overtime		hours	$87.00	$0.00
Concrete Equipment	6	trip	$7.00	$42.00
Vehicle Charge	6	trip	$40.00	$240.00
Concrete Services - Laboratory Testing				
Concrete Cylinders - Compressive Strength	30	each	$31.00	$930.00
			Subtotal:	**$4,932.00**
C. HOT MIX ASPHALTIC CONCRETE TESTING				
Laboratory Testing				
Field Cut Cores	8	each	$61.00	$488.00
AC Max THEO SPG	2	each	$66.00	$132.00
AC Cores Wt./Thick	8	each	$44.00	$352.00
AC AGG Gradation	2	each	$130.00	$260.00
AC Extraction	2	each	$130.00	$260.00
AC Hveem Stability	2	each	$176.00	$352.00
Field Testing				$0.00
Asphalt Services	24	hours	$58.00	$1,392.00
Vehicle Charge	4	trip	$40.00	$160.00
			Subtotal:	**$3,396.00**
D. PROJECT MANAGEMENT & ADMINISTRATION				
Project Manager	40	hours	$141.00	$5,640.00
Administration	22	hours	$65.00	$1,430.00
			Subtotal:	**$7,070.00**

Project Estimate Total:	**$21,848.00**

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Commissioners Court - Regular Session **42.**

Meeting Date: 09/18/2018

Kleinfelder Inc WA1 Sup1 Animal Shelter Expansion

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 Kleinfelder Inc and Williamson County dated January 10, 2018 for Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project.

Background

This supplemental is to increase the maximum payable to $60,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder Inc WA1 Sup1 Animal Shelter Expansion

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/11/2018 04:24 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Vicky Edwards		Started On: 09/11/2018 02:17 PM
Final Approval Date: 09/13/2018		

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

Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project ('Project")

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 **January 10, 2018** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1___ dated effective **February 06, 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 $28,500.00 to $60,000.00. The revised Work Schedule is attached hereto as Attachment "B" (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: Orlando Boscan	By: _____
Signature	Signature
ORLANDO BOSCAN	Dan Gattis
Printed Name	Printed Name
PROJECT MANAGER	County Judge
Title	Title
9/11/2018	_____
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 A - Services to be Provided by County

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

Attachment B – Services to be Provided by Engineer

Engineer hereby agrees to provide the following Additional Engineering Services: • Additional soil technician visits as requested;

• Additional reinforcing steel and concrete inspection/testing visits, sample pick-up and concrete cylinders due to contractor's approach and scheduling of construction sequences (including overtime);
• Additional project management and administrative time for the Additional Engineering Services;
• Additional soils observation or testing;
• HMAC services will be requested and may include the following:
o Observe and document rolling patterns during asphalt placement and collect one bag sample during each placement for laboratory testing; and
o Obtain drilled asphalt cores for thickness confirmation, and in-place density vs. laboratory theoretical unit weight.

• Additional project management

Attachment C – Work Schedule

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

Attachment D - Fee Schedule

RATE SCHEDULE

WILLIAMSON COUNTY FACILITIES
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER - GEORGETOWN, TX
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES
PROJECT ESTIMATE & SCHEDULE OF FEES

DESCRIPTION OF SERVICES	NOTES	QUANTITY	UNIT	RATE	TOTAL
A. SOILS SERVICES (EARTHWORK TESTING)					
Soils Services - Field Testing					
Field Technician		66	hours	$58.00	$3,828.00
Density Gauge (Field Density Testing)		11	trip	$25.00	$275.00
Technician - Sample Pick Up		12	hours	$58.00	$696.00
Vehicle Charge		15	trip	$40.00	$600.00
Soils Services - Laboratory Testing					
Sieve Analysis, #200 Wash	ASTM D-1140	4	each	$85.00	$340.00
Moisture-Density Relationship	TxDOT 114E/1	4	each	$275.00	$1,100.00
Atterberg Limit Test (PI Test)	ASTM D-4318	4	each	$115.00	$460.00
				Subtotal:	$7,299.00
B. Drilled Pier Observation					
Staff Professional		40	hours	$111.00	$4,440.00
Staff Professional - Overtime		15	hours	$111.00	$1,665.00
Technician - Sample Pick Up		9	hours	$58.00	$522.00
Concrete Equipment		6	trip	$7.00	$42.00
Vehicle Charge		9	trip	$40.00	$360.00
Concrete Services - Laboratory Testing					
Concrete Cylinders - Compressive Strength	ASTM C-39	100	each	$31.00	$3,100.00
				Subtotal:	$10,129.00
C. REINFORCING STEEL & CONCRETE SERVICES					
Reinforcing Steel Services - Field Observation					
Field Technician		32	hours	$58.00	$1,856.00
Vehicle Charge		5	trip	$40.00	$200.00
Concrete Services - Field Observation & Testing					
Field Technician		32	hours	$58.00	$1,856.00
Concrete Equipment		4	trip	$7.00	$28.00
Technician - Sample Pick Up		15	hours	$58.00	$870.00
Vehicle Charge		9	trip	$40.00	$360.00
Concrete Services - Laboratory Testing					
Concrete Cylinders - Compressive Strength	ASTM C-39	48	each	$31.00	$1,488.00
				Subtotal:	$6,658.00
D. STRUCTURAL STEEL SERVICES					
CWI, Technician		50	hours	$115.00	$5,750.00
UT Testing Equipment			day	$120.00	
Vehicle Charge		10	trip	$40.00	$400.00
				Subtotal:	$6,150.00
E. PROJECT MANAGEMENT & ADMINISTRATION					
Project Manager		8	hours	$141.00	$1,128.00
Assistant Project Manager		4	hours	$98.00	$392.00
Project Coordinator, Dispatcher		4	hours	$98.00	$392.00
Administration		16	hours	$65.00	$1,040.00
				Subtotal:	$2,952.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate

adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

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

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

Commissioners Court - Regular Session **43.**

Meeting Date: 09/18/2018

Jail Remodel Project P411 - Talex Amendment 1

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 a Contract Amendment No. 1 to Williamson County Contract for Engineering Services between Williamson County and Talex, Inc. for additional engineering services in connection with the Williamson County Jail Facility Project.

Background

Talex Engineers will be providing additional design and consulting services for various scopes of work within and adjacent to the Jail Facility for items that are in need of repair and improvement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 1

Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:45 AM
Form Started By: Gina Wrehsnig		Started On: 09/13/2018 10:20 AM
Final Approval Date: 09/13/2018		

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

Williamson County Jail Facility Plumbing and HVAC Design, Bid Assistance and Construction Administration Services ("Project")

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Talex, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective February 26, 2015, wherein Engineer agreed to perform certain professional engineering services in connection with the Williamson County Jail Facility Plumbing and HVAC Design, Bid Assistance and Construction Administration Services ("Project");

WHEREAS, County desires to engage Engineer to provide continuing engineering services for design, investigation, construction administration and consulting that are in addition to and beyond the overall scope of the Engineering Services set forth in the Contract (herein referred to as "Additional Engineering Services");

WHEREAS, this Amendment No. 1 provides a description of the scope of Additional Engineering Services, increases the Compensation Cap in Contract from $250,000.00 to $475,000.00 to provide funding for such Additional Engineering Services and amends Exhibit "D" – Rate Schedule; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

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

I. Scope of Additional Engineering Services

Engineer hereby agrees to provide the following Additional Engineering Services:

1. Replace existing Chilled Water Pipe insulation in the South Jail (1st, 2nd, 3rd Floor);
2. Replacement of Suspended Ceilings on 2nd & 3rd floors;

3. Upgrade light fixtures in new ceiling areas to LED;
4. Upgrade lighting in Loading Dock area;
5. Relocate Fan Coil unit in Chief Rahl's office to hallway and modify existing duct;
6. Repair hot water link on 2nd floor;
7. Replace PVC sewer piping above Crime Lab with cast iron;
8. Upgrade / Replace Sally Port Drive lighting;
9. Install Stainless Steel Countertops caps to existing counters at: Booking, Medical & Control;
10. Add card readers at nine doors in the Sheriff's Office Administration Area (optional – may be included as an alternate bid);
11. Correct remaining North Jail Hot Water Circulation Loop issues not addressed in prior work - Check valves at pod mixing valves, remove small pod recirculation pumps, pod return currently tied to tempered water;
12. Replace existing touch screen jail door control and monitoring systems in Master Control, 2nd Floor North & South and 3rd Floor North & South for a total of six rooms. Integration of the existing CCTV & intercoms system with option to link intercoms selection to camera call up;
13. Add man traps including six slider devices with frames and one swing door at designated locations;
14. Install fence and gates at each end of the alley between the Justice center and Jail buildings. Automatic folding gates with controls at Central Control Room and/or a guard shack which would be constructed as part of the project. (optional – may be treated as an alternate bid);
15. Resolve existing roof drainage problems in the Courts building causing crawl space flooding and run-off issues
16. Other miscellaneous small scope projects required in the jail facilities, as defined and directed by Owner;
17. Creation of project documentation;
18. Assistance to the County in qualifying and selecting contractors; and
19. Construction administration services during construction.

II. Amendment to Article 5 - Compensation and Expenses

County and Engineer agree that Article 5 – Compensation and Expenses of the Contract shall be amended as follows:

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the 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 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 **four hundred seventy-five thousand and no/100 Dollars ($475,000.00)** (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 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 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 Engineer shall receive compensation for only actual fees and costs of the 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 Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the 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 Engineering Services shall be an absolute condition of payment.

Engineer 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 Engineer without mark-up.

III. Amendment to Exhibit "D" – Rate Schedule

The Rate Schedule under Exhibit "D" of the Contract is hereby amended and supplanted with the Rate Schedule set out in Attachment "A", which is attached hereto and incorporated herein for all purposes.

IV. Terms of Contract Control and Extent of Amendment No. 1

All Additional Engineering Services described herein will be performed in accordance with the terms and conditions of the Contract. All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

Engineer:

Talex, Inc.

By: T.R. Alexander

Printed Name: Thomas R. Alexander

Title: President, Talex, Inc.

Date: September 10, 2018

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Attachment "A"

The following Rate Schedule shall amend and supplant the original Rate Schedule under Exhibit "D" of the Contract:

Talex Engineers:

Principal:	$200.00 per hour
Senior Engineer:	$150.00 per hour
Staff Engineer/Sr. Designer:	$130.00 per hour
Designer/Drafter:	$100 .00 per hour

CP&Y Architects:

Managing Architect:	$180.00 per hour
Architect:	$170.00 per hour
Architect Intern:	$150.00 per hour
Sr. Technician:	$110.00 per hour
CAD Technician:	$100.00 per hour

IMEG Security Consultants:

Sr. Engineer	$200.00 per hour
Sr. Designer	$150.00 per hour
Sr. CAD Technician	$100.00 per hour

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the

inc, engineers

September 6, 2018

Mr. Dale Butler
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Williamson County Jail Facility HVAC, Plumbing and Electrical Modifications

Dear Mr. Butler:

At your request, Talex Engineers proposes to provide continuing engineering services for design, investigation and consulting on the Jail Plumbing and Kitchen HVAC modification project. The scope of work includes approximately the following items:

- Replace existing Chilled Water Pipe insulation in the South Jail (1st, 2nd, 3rd Fl)
- Replacement of Suspended Ceilings on 2nd & 3rd floors and
- Upgrade light fixtures in new ceiling areas to LED.
- Upgrade lighting in Loading Dock area
- Relocate Fan Coil unit in Chief Rahl's office to hallway and modify existing duct
- Repair hot water link on 2nd floor
- Replace PVC sewer piping above Crime Lab with cast iron
- Upgrade / Replace Sally Port Drive lighting
- Install Stainless Steel Countertops caps to existing counters at: Booking, Medical & Control
- Add card readers at nine doors in the Sheriff's Office Administration Area (optional – may be included as an alternate bid)
- Correct remaining North Jail Hot Water Circulation Loop issues not address in prior work - Check valves at pod mixing valves, remove small pod recirculation pumps, pod return currently tied to tempered water
- Replace existing touch screen jail door control and monitoring systems in Master Control, 2nd Floor North & South and 3rd Floor North & South for a total of six rooms. Integration of the existing CCTV & intercoms system with option to link intercoms selection to camera call up
- Add man traps including six slider devices with frames and one swing door at designated locations
- Install fence and gates at each end of the alley between the Justice center and Jail buildings. Automatic folding gates with controls at Central Control Room and/or a guard shack which would be constructed as part of the project. (optional – may be treated as an alternate bid)

- Resolve existing roof drainage problems in the Courts building causing crawl space flooding and run-off issues

.

Fee: We anticipate the scope of work will be performed primarily by the following firms which will be billed through Talex Engineers serving as the prime consultant. The fee is proposed to be on an hourly basis at the following rates:

Talex Engineers:

Principal:	$200.00 per hour
Senior Engineer:	$150.00 per hour
Staff Engineer/Sr. Designer:	$130.00 per hour
Designer/Drafter:	$100 .00 per hour

CP&Y Architects:

Managing Architect:	$180.00 per hour
Architect:	$170.00 per hour
Architect Intern:	$150.00 per hour
Sr. Technician:	$110.00 per hour
CAD Technician:	$100.00 per hour

IMEG Security Consultants:

Sr. Engineer	$200.00 per hour
Sr. Designer	$150.00 per hour
Sr. CAD Technician	$100.00 per hour

Expenses: Normal printing of check sets and design correspondence is included in the Basic Services fee. Expenses such as mileage (at current government reimbursable rate), out of town travel, prints, copy costs, courier services, etc., will be billed at cost.

It is presently estimated that the fee for these services will not exceed $225,000.00.

It is anticipated that the form of contract will be an Agreement for Engineering Services form produced by Williamson County.

Please let me know if this proposal is acceptable to you. We look forward to working with you on this project.
Sincerely yours,

Tom Alexander

Thomas R. Alexander, P.E.

Commissioners Court - Regular Session **44.**

Meeting Date: 09/18/2018

Sheriff's Office Training Center, P323 - Supplemental Agreement 3

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 approving Supplemental Agreement No. 3 to Agreement for A/E Services for the Williamson County Sheriff's Office Training Center Project between Williamson County and Brinkley Sargent Wiginton Architects and authorizing execution of the agreement.

Background

Additional services agreement for gun range fence consulting, support building and additional site work design necessary for the completion of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Supplemental Agreement 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM
Form Started By: Gina Wrehsnig		Started On: 09/13/2018 07:08 AM
Final Approval Date: 09/13/2018		

SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY SHERIFF'S OFFICE
TRAINING CENTER PROJECT ("Project")

This Supplemental Agreement No. 3 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 3") is by and between Brinkley Sargent Wiginton Architects, Inc. (the "A/E") and Williamson County, Texas, a political subdivision of the State of Texas, (the "County").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), in November of 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Sheriff's Office Training Center Project ("Project");

WHEREAS, following execution of the Agreement the parties executed a Supplemental Nos. 1 & 2 to the Agreement for purposes of adding additional services;

WHEREAS, due to moving the Project's main building and adding an additional support building, various professional architectural and engineering services that were not included in the original Basic Services of the Agreement would be required;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 3 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E's professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in the attached Exhibit "A", which incorporated herein by reference.

II. Additional Services Compensation

The compensation for the Additional Services that are set out in Exhibit "A" shall be in the amount of **$29,887.50**.

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

Brinkley Sargent Wiginton Architects, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

Exhibit "A"

BRINKLEY SARGENT WIGINTON ARCHITECTS

March 28, 2017

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

Re: *Williamson County Sheriff's Office Training Center (WSOTC)*
Additional Services

Dear Mr. Lubecker:

Enclosed is a summary of the additional services the Design Team incurred regarding the WSOTC.

Brinkley Sargent Wiginton Architects (BSW) Additional Services

Support Building (2,020 s.f.):
An additional Support Building was requested by the County to accommodate the diving team, bicycle patrol, SWAT vehicle(s), and other vehicles used by the Sheriff's Department. This Support Building was not in the original scope of work. Services included: design and development of Support Building, Owner coordination, and consultant coordination. Work also includes expanding the footprint during design due to the County's purchase of a Bearcat vehicle for SWAT.

New CMU Wall at Firing Range:
The existing CMU wall at the adjacent firing range is collapsing. BSW oversaw the discussions and consultant coordination regarding this scope of work.

Support Building	$17,635.50
New CMU Wall	$ 414.00
Sub-Total	$18,049.50

Halff Engineering/Landscape Additional Services

Support Building:
An additional Support Building was requested by the County to accommodate the diving team, bicycle patrol, SWAT vehicles(s), and other vehicles used by the Sheriff's Department. This Support Building was not in the original scope of work. Services include: additional grading at Support Building area, additional impervious calculations, and re-grading at Support Building when footprint was modified during design (Support Building needed to expand when the County purchased their Bearcat vehicle).

Sump Pump System:
A sump pump system needed to be specified and designed due to the crawl space elevation being lower than the public way tie in elevation. This was not known at the time of determining scopes of work.

Landscape Design Adjustment:
During design the County requested some strategically located barrier protection for the Training Center. Cor-Ten landscape planters were incorporated.

Grading/Re-Grading/Impervious Calculations	$7,316
Sump Pump System	$3,800
Landscape Design Adjustment	$ 722
Sub-Total	$11,838

Total Additional Services

BSW	$18,049.50
Halff	$11,838
Total	**$29,887.50**

If you have any questions or need additional information contact me.

Sincerely,

Denny Boles, AIA LEED AP
Senior Principal

HALFF

4030 West Braker Lane, Ste 450
Austin, Texas 78759
(512) 777-4600
Fax (512) 252-8141

ADDITIONAL SERVICES CONFIRMATION

To:	Mr. Denny Boles Architect Brinkley Sargent Wiginton Architects	**Date:**	October 14, 2016
From:	John Teague, PE	**AVO:**	31456
Email:	jteague@halff.com	**Project:**	Williamson County – Sheriff's Office Training Facility
VIA:	email		

As per our discussion on September 23, 2016 and October 4, 2016 additional services are being requested to prepare plan revisions for the subject site. The following additional services will be provided:

Plan revision for moving of SOTC main building, moving of support building, sizing and specifying a sump pump and associated wet well, and design of additional enhanced landscaping elements: Moving of buildings will require additional site grading with new configuration to accommodate stormwater runoff. Halff Associates will prepare plan revisions as outlined in the table below for the Sheriff's Office Training Center site development drawings.

Scope Description	Sheets Affected	Fee
Grade the previously ungraded natural drainage located behind the Support Building based the relocation of the support building, including new drainage calculations and sizing of the ditch.	3, 5, 6, 8, 9, 10, 11, 15, 16, 21, 22, 24	$ 2,508.00
Recalculate the runoff from the proposed drainage areas to ensure the culverts and ponds are of adequate size based on the increase to impervious cover.	3, 5, 6, 8, 9, 10, 11, 15, 16, 21, 22, 24	$ 2,092.00
Regrade the site based upon the relocation of the SOTC building and the relocation of the ADA Parking area, as well as the addition of a new ADA sidewalk to the dumpster.	3, 5, 6, 8, 9, 10, 11, 15, 16, 21, 22, 24	$ 2,716.00
Spec a sump pump and wet well based on the flows provided by the Architect. Including locating the pump and well on the site, based on the crawl space drain design provided by the Architect.	5, 6, 8, 16, 21, 22	$ 2,108.00
Review of crawl space grading plan (to be provided by architect) and incorporate into civil plans, this will require the addition of a new sheet.	New Sheet	$ 1,692.00
Halff will provide additional design of raised cor-ten landscape beds in designated locations around the Sherriff's Office Training Center as requested. These locations are in addition to the landscape beds previously designed around the perimeter of the parking lot. The design will include paving sections details based upon Geotechnical recommendations, landscape and irrigation design.	29, 30	$ 722.00

TOTAL FEE:.....$11,838.00

Commissioners Court - Regular Session **45.**

Meeting Date: 09/18/2018

Talex Inc WA2 Jail Facility

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 2 in the amount of $150,000.00 to expire September 30, 2019 under Williamson County Contract for Engineering Services between Talex Inc and Williamson County dated February 26, 2015 for Williamson County Jail Facility Plumbing and HVAC Design, Bid Assistance and Construction Administration Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Talex Inc WA2 Jail Facility

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/12/2018 02:35 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Vicky Edwards		Started On: 09/10/2018 01:23 PM
Final Approval Date: 09/13/2018		

WORK AUTHORIZATION NO. 2

PROJECT: Williamson County Jail Facility Plumbing and HVAC Design, Bid Assistance and Construction Administration Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 26, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Talex, 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 **$150,000.00.**

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:
Talex, Inc.	Williamson County, Texas
By: T.R. Alexander	By: _____
Signature	Signature
Thomas R. Alexander	_____
Printed Name	Printed Name
President, Talex, Inc.	_____
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

1. **General Project Management Services**
2. **Review of Contractor invoices after review by Talex**
3. **Jail Facility operations coordination**

Attachment B - Services to be Provided by Engineer

- Replace existing Chilled Water Pipe insulation in the South Jail (1st, 2nd, 3rd Fl)
- Replacement of Suspended Ceilings on 2nd & 3rd floors and
- Upgrade light fixtures in new ceiling areas to LED.
- Upgrade lighting in Loading Dock area
- Relocate Fan Coil unit in Chief Rahl's office to hallway and modify existing duct
- Repair hot water link on 2nd floor
- Replace PVC sewer piping above Crime Lab with cast iron
- Upgrade / Replace Sally Port Drive lighting
- Install Stainless Steel Countertops caps to existing counters at: Booking, Medical & Control
- Add card readers at nine doors in the Sheriff's Office Administration Area (optional – may be included as an alternate bid)
- Correct remaining North Jail Hot Water Circulation Loop issues not address in prior work - Check valves at pod mixing valves, remove small pod recirculation pumps, pod return currently tied to tempered water
- Replace existing touch screen jail door control and monitoring systems in Master Control, 2nd Floor North & South and 3rd Floor North & South for a total of six rooms. Integration of the existing CCTV & intercoms system with option to link intercoms selection to camera call up
- Add man traps including six slider devices with frames and one swing door at designated locations
- Install fence and gates at each end of the alley between the Justice center and Jail buildings. Automatic folding gates with controls at Central Control Room and/or a guard shack which would be constructed as part of the project. (optional – may be treated as an alternate bid)
- Resolve existing roof drainage problems in the Courts building causing crawl space flooding and run-off issues

Attachment C - Work Schedule

The County currently anticipates all work will be accomplished by September 30, 2019.

Attachment D - Fee Schedule

RATE SCHEDULE

Talex Engineers:

Principal:	$200.00 per hour
Senior Engineer:	$150.00 per hour
Staff Engineer/Sr. Designer:	$130.00 per hour
Designer/Drafter:	$100 .00 per hour

CP&Y Architects:

Managing Architect:	$180.00 per hour
Architect:	$170.00 per hour
Architect Intern:	$150.00 per hour
Sr. Technician:	$110.00 per hour
CAD Technician:	$100.00 per hour

IMEG Security Consultants:

Sr. Engineer	$200.00 per hour
Sr. Designer	$150.00 per hour
Sr. CAD Technician	$100.00 per hour

Commissioners Court - Regular Session **46.**

Meeting Date: 09/18/2018

WC MUD# 23 Amendment to License Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute an amendment to a License Agreement with Williamson County MUD No. 23.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD# 23 Amendment to License Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:45 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2018 10:28 AM
Final Approval Date: 09/13/2018		

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (the "Amendment") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS** ("Licensor") and **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23** ("Licensee").

RECITALS

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated June 7, 2016, granting Licensee certain rights and privileges upon the public right-of-way located within Property owned by Licensor (the "Agreement"); and

WHEREAS, Licensor and Licensee now wish to amend the Agreement to include additional rights under the license.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits in this Agreement, Licensor and Licensee agree as follows:

Section 1. Addition of Exhibit "B". Exhibit "B" attached hereto shall be added to and become part of the Agreement.

Section 2. Addition of Section 1.1.1. Section 1.1.1 shall be added to the Agreement as follows:

1.1.1 Licensee shall have the right to survey, install, construct, maintain, repair, and replace the following structures as indicated on Exhibit "B":

a. Split rail fencing and stone columns along north side of State Highway 29 ("SH 29"), extending west from previous fence terminus along the property frontage;
b. Landscape and irrigation on the north side of SH 29, along and to the south of the rail fence;
c. 3 flag poles on the north side of SH 29, near the southwest property corner; and
d. Median break, left turn lane and street light relocation on Morningstar Blvd. at the Goddard School entrance.

Section 3. Addition of Exhibit "B-2". Exhibit "B-2" attached hereto shall be added to and become part of the Agreement.

Section 4. Addition of Section 1.1.2. Section 1.1.2 shall be added to the Agreement as follows:

1.1.2 Licensee shall have the right to survey, install, construct, maintain, repair, and replace the following structures as indicated on Exhibit "B-2":

a. Six (6) neighborhood entry signs on Morningstar Blvd.;
b. Enhanced culvert crossing on Morningstar Blvd., including grading, decorative metal fencing and landscape;
c. Approximately 6,150 linear feet of stone screening wall on both north and south sides of Morningstar Blvd.;
d. Approximately 70 stone wall columns measuring 2'x2' along both the north and south sides of Morningstar Blvd.;
e. Landscape and irrigation along both the north and south sides of Morningstar Blvd. and at the neighborhood entry features;
f. USPS mailbox units installed as necessary;
g. Street lights installed as necessary; and
h. Other such signs, fixtures and improvements.

Section 5. Addition of Section 1.4. Section 1.4 shall be added to the Agreement as follows:

1.4 Removal of the items placed by Licensee in the SH 29 right-of-way will be at the District's (or the developer within the District) cost, and not at the cost of the entity that is going to build the expansion of SH 29 in the future.

Section 6. No Additional Amendment. The Agreement is amended as set forth herein and all other provisions of the Agreement not otherwise amended herein shall remain unchanged.

Section 7. Defined Terms. Capitalized terms used within this Amendment shall have the meaning as defined in the Agreement, unless otherwise indicated herein.

Section 8. Effective Date. The effective date of this Amendment shall be the date last signed by a party hereto.

(Signatures on following page)

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge
Date: _____

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 23

By: _____
Name: Kris Ehlert, President, Board of Directors
Date: August 16, 2018

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this day of _____, 2018, by Dan A. Gattis, County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

(SEAL)

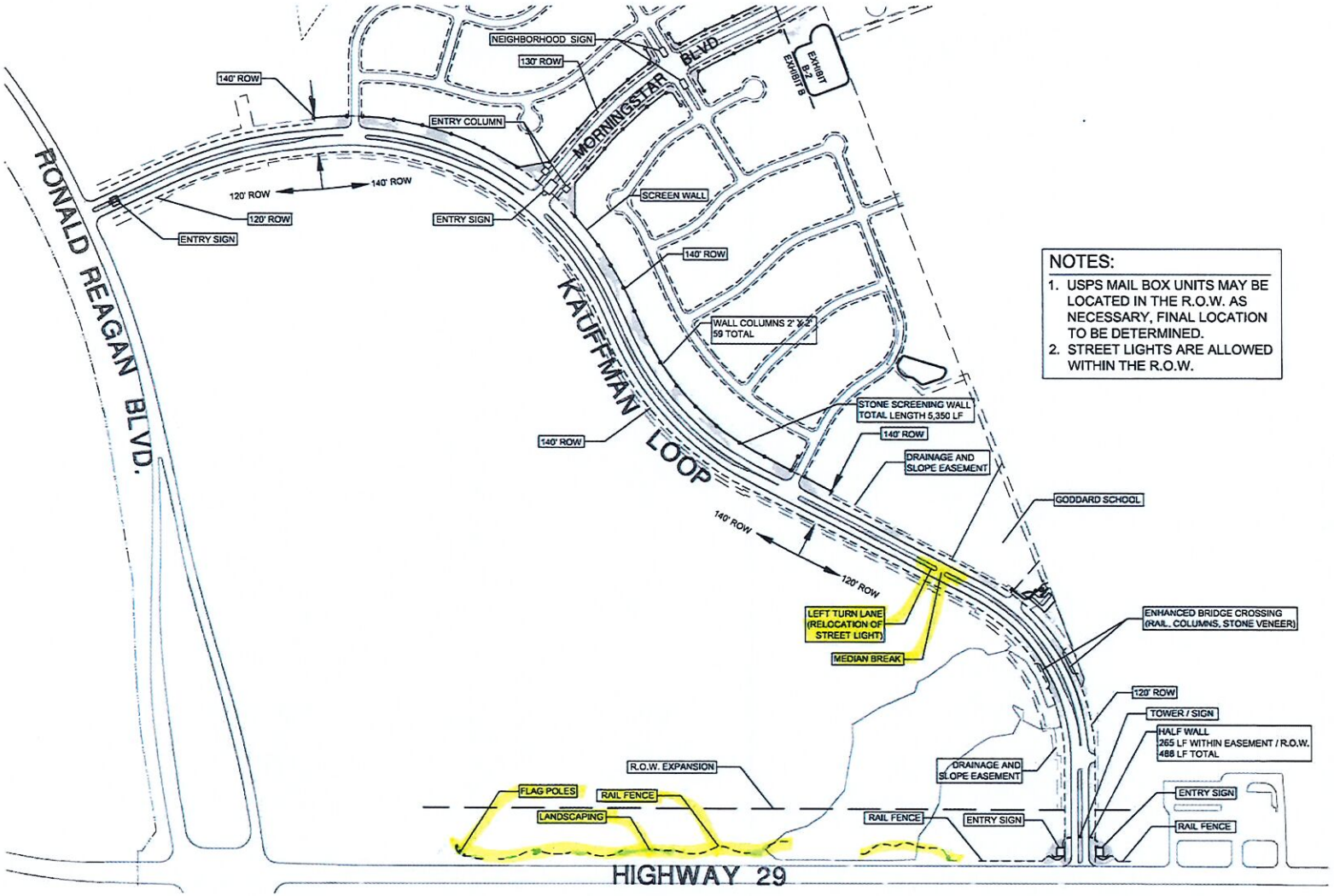
_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this day of August 16, 2018, by Kris Ehlert, President of the Board of Directors of Williamson County Municipal Utility District No. 23, a political subdivision of the State of Texas, on behalf of said political subdivision.

JOSHUA J. KAHN
Notary Public, State of Texas
Comm. Expires 07-06-2022
Notary ID 124216669
(SEAL)

_____
Notary Public, State of Texas



NOTES:

1. USPS MAIL BOX UNITS MAY BE LOCATED IN THE R.O.W. AS NECESSARY, FINAL LOCATION TO BE DETERMINED.
2. STREET LIGHTS ARE ALLOWED WITHIN THE R.O.W.

EXHIBIT B

MORNINGSTAR
LIBERTY HILL, TEXAS

North

Date: May 16, 2018

SHEET FILE: C:\1140145-MAGR\Cadfiles\PLANNING\Exhibits\Exhibit B 5-16-2018.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

NOTES:

1. USPS MAIL BOX UNITS MAY BE LOCATED IN THE R.O.W. AS NECESSARY, FINAL LOCATION TO BE DETERMINED.
2. STREET LIGHTS ARE ALLOWED WITHIN THE R.O.W.

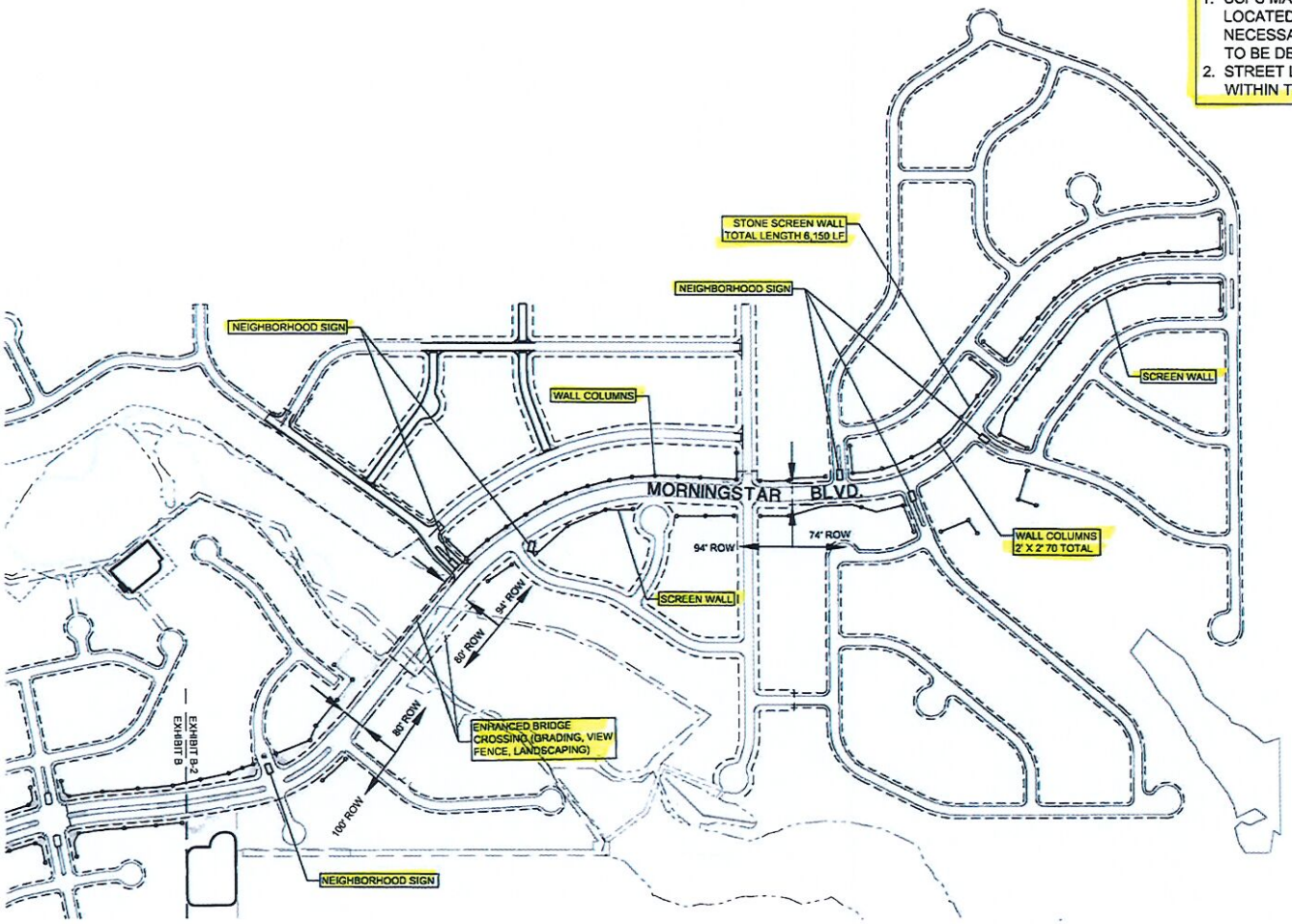


EXHIBIT B-2

MORNINGSTAR
LIBERTY HILL, TEXAS

North

Date: May 16, 2018

SHEET FILE: O:\140146-MACH\Cadfiles\PLANNING\Exhibits\Exhibit B-2.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Commissioners Court - Regular Session **47.**

Meeting Date: 09/18/2018

CR 200 Bill of Sale

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Bill of Sale with Cierra Vista Liberty Hill Homeowners Association regarding CR 200.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 200 Bill of Sale

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:48 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2018 10:42 AM
Final Approval Date: 09/13/2018		

BILL OF SALE

CR 200—Cierra Vista Liberty Hill Homeowners Association, Inc. Improvements

CIERRA VISTA LIBERTY HILL HOMEOWNERS ASSOCIATION, INC. ("Seller"), for and in consideration of the payment of TWENTY-ONE THOUSAND ONE HUNDRED and No/100 Dollars ($21,100.00), the receipt of which is hereby acknowledged, has CONVEYED, SOLD, TRANSFERRED and DELIVERED, and by these presents does hereby CONVEY, SELL, TRANSFER and DELIVER unto WILLIAMSON COUNTY, TEXAS ("Purchaser"), the following personal property ("Property") located upon the portions of the real property in the Cierra Vista subdivision which have been acquired by Purchaser for construction of improvements to CR 200 within the limits as shown on Exhibit "A" attached hereto and located at 200 Sarah's Lane and otherwise designated as **Parcel 11** on Exhibit "A", and further specifically described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns forever, and Seller does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

The Property is conveyed, sold, transferred and delivered "AS IS" and "WITH ALL FAULTS." Seller makes and has made NO REPRESENTATION OR WARRANTY, express or implied, as to the existence, amount, condition, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or otherwise as to the Property, other than the warranty of title to the Property made herein.

This Bill of Sale contains the entire agreement between Seller and Purchaser pertaining to the Property. No covenant, representation or condition not expressed herein shall be binding upon Seller or Purchaser or shall affect or be effective to interpret, change or restrict the provisions of this Bill of Sale.

This Bill of Sale shall be binding upon and inure to the benefit of Seller, its successors and assigns, and Purchaser, and its successors and assigns.

Executed to be effective this 7 day of September, 2018.

SELLER:

Cierra Vista Liberty Hill Homeowners Association, Inc.

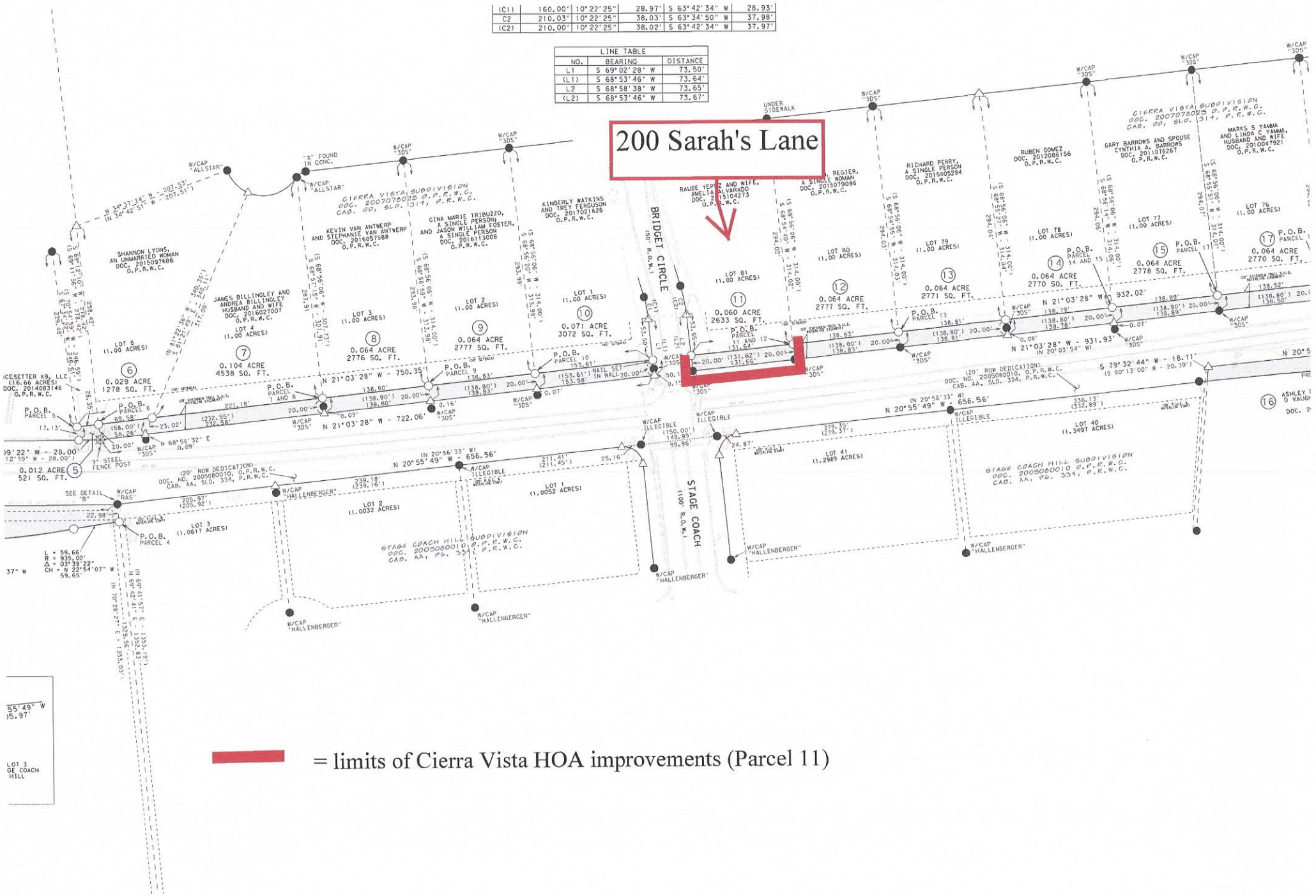
By: _____
Allison Heeney, President

PURCHASER:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

EXHIBIT "A"
IMPROVEMENT PARCEL LIMITS



(C1)	160.00'	10°22'25"	28.97'	S 63°42'34" W	28.93'
C2	210.03'	10°22'25"	38.03'	S 63°34'50" W	37.98'
(C2)	210.00'	10°22'25"	38.02'	S 63°42'34" W	37.97'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 69°02'28" W	73.50'
(L1)	S 68°53'46" W	73.64'
L2	S 68°58'38" W	73.65'
(L2)	S 68°53'46" W	73.67'

= limits of Cierra Vista HOA improvements (Parcel 11)

EXHIBIT "B"

Cierra Vista Liberty Hill Homeowners Association, Inc. Improvement Detail (Parcel 11)

Item	Quantity	Value
Vinyl Fence	105 LF	$1,340
Stone Wall	850 SF	$19,040
Landscaping	300 SF	$720

Total		**$21,100**

Commissioners Court - Regular Session **48.**

Meeting Date: 09/18/2018

2013 Park Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move $2,504,508.66 to the Expo Horse Barn (P474) from Blackland Heritage Phase I (P316) of $353,028.02 and Hike & Bike Trail Pct 4 (P464) of $2,151,480.64. Also, move $1,140,662 from 2013 Park Non-Departmental (P500) to River Ranch County Park (P315).

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	09/13/2018 08:35 AM
Form Started By: Emmeline Palma		Started On: 09/12/2018 01:50 PM
Final Approval Date: 09/13/2018		

Commissioners Court - Regular Session **49.**

Meeting Date: 09/18/2018

Concessions at Williamson County Expo Center

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Concessions and Letter Agreements between Williamson County, Carden International Circus and Williamson County Expo's Concessionaire, Kenneth Hannon, for a single event conducted by Carden International Circus at Williamson County Expo Center.

Background

Concessionaire at Williamson County Expo has agreed to release concessions opportunity at the Expo to Carden International Circus for a single event, while concessionaire ensures terms of existing contract with the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County and Carden Agreement

County and Concessionaire Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/13/2018 08:54 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 09:54 AM
Form Started By: Randy Bell		Started On: 09/13/2018 08:14 AM
Final Approval Date: 09/13/2018		

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY EXPO TEXAS

210 Carlos G. Parker
Blvd., Taylor, TX
Phone: (512) 238-2101
www.wilcoexpo.com

Carden International Circus
3901 W. State Hwy. O
Springfield, Missouri 65803

Re: Concessionaire Agreement & Letter Agreement for One-Time Circus Event

Dear Carden International Circus,

I want to once again thank you for choosing our facility as the host site for your circus event. I think we have made great progress towards ensuring a successful event.

As per our discussion, you are aware that Williamson County has a concessionaire for our venue; therefore, it is required that we enter into this letter agreement for a one-time circus event in order to provide for special arrangements related to your event. In exchange for these special arrangements, you agree to certain terms. This letter will confirm the agreement we made:

1) Carden International Circus will agree to a buyout with our concessionaire, Kenneth Hanon, for their Circus event on March 26th, 2019.

2) Carden International Circus will pay $1.00 per entry, paid and non-paid tickets, to Kenneth Hanon.

3) Carden International Circus will be able to sell their own concession items. This includes Sno-cones, Cotton Candy, Hot Dogs, Nachos, Soda, Funnel Cakes, Lemonade, and Popcorn.

4) This agreement is non-transferable.

Please sign below to verify your agreement and that the contents of this letter are correct, and you wish to continue in our event process.

Sincerely,

Clint Chitsey, General Manager
Williamson County Expo Center

Approved by Carden International Circus by: Printed Name: Brett Carden

Signature: Brett Carden Date: 7-23-18

ACCEPTED AND APPROVED
ON BEHALF OF WILLIAMSON COUNTY:

_____

County Judge of Williamson County, Texas

Date: _____

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY EXPO TEXAS

210 Carlos G. Parker Boulevard,
Taylor, TX
Phone: (512) 238-2101
www.wilcoexpo.com

Kenneth Hanon
2814 Bill Owens Parkway 400
Longview, TX 75605

Re: Concessionaire Agreement & Letter Agreement for One-Time Circus Event

Dear Kenneth,

We want to once again thank you for meeting with us to discuss the Carden International Circus event. I think we have made great progress towards ensuring a successful event.

As per our discussion, you are aware that as our concessionaire for our venue in Williamson County, it is required that we enter into this letter agreement for a one-time circus event in order to provide for special arrangements related to this event. In exchange for these special arrangements, you agree to certain terms. This letter will confirm the agreement we made:

1) Kenneth Hanon will agree to a buyout with Carden International Circus for their Circus event on March 26th, 2019.

2) Kenneth Hanon will agree to Carden International Circus paying $1.00 per entry, paid and non-paid tickets.

3) Kenneth Hanon will agree to Carden International Circus selling their own concession items. This includes Sno-cones, Cotton Candy, Hot Dogs, Nachos, Soda, Funnel Cakes, Lemonade, and Popcorn.

4) Kenneth Hanon will agree to pay Williamson County 20% of the concession earnings he receives from Carden International Circus.

5) This agreement is non-transferable.

Please sign below to verify your agreement and that the contents of this letter are correct, and you wish to continue in our event process.

Sincerely,

Williamson County Expo Center

Approved by Kenneth Hannon:

Printed Name: Kenneth Hannon

Signature:

Date: 7/23/18

ACCEPTED AND APPROVED
ON BEHALF OF WILLIAMSON COUNTY:

_____

County Judge of Williamson County, Texas

Date: _____

Commissioners Court - Regular Session **50.**

Meeting Date: 09/18/2018

Statement of Responsibility - Met Life Group, Voluntary & Worksite Benefits

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to sign the Statement of Responsiblity Application regarding the Group, Voluntary & Worksite Benefits through Metlife.

Background

The Met Life Statement of Responsibility is one of the implementation documents needed for the Group, Voluntary & Worksite Benefits that will be offered as part of the Voluntary Benefits for employees for the upcoming open enrollment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Met Life SOR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM
Form Started By: Shelley Loughrey		Started On: 09/12/2018 05:35 PM
Final Approval Date: 09/13/2018		

Group, Voluntary & Worksite Benefits
Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

MetLife

Statement of Responsibility

MetLife will be responsible to the group policyholder for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If MetLife uses a third party in connection with any of MetLife's administrative obligations, MetLife will remain responsible to the group policyholder for the performance by the third party of those administrative obligations. The third party will work under the control and direction of Metlife and Metlife will be solely responsible for the acts, errors and omissions of the third party.

The group policyholder will be responsible to MetLife for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If the group policyholder uses a third party in connection with any of the group policyholder's administrative obligations, the group policyholder will remain responsible to MetLife for the performance by the third party of those administrative obligations. The third party will work under the control and the direction of the group policyholder and the group policyholder will be solely responsible for the acts, errors and omissions of the third party.

To be completed by Policyholder:

_____ _____
(Print Name and Title of Authorized Representative) (Group Policyholder Name)

_____ _____
(Signature of Policyholder Authorized Representative) Date (MM/DD/YYYY)

Signed at:

_____ _____
(City) (State)

To be completed by Metropolitan Life Insurance Company:

James W. Reid
Executive Vice President
Group, Voluntary & Worksite Benefits

_____
Date (MM/DD/YYYY)

Commissioners Court - Regular Session **51.**

Meeting Date: 09/18/2018

MetLIfe Application for Group Insurance

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the MetLife Application For Group Insurance effective 1/1/2019.

Background

MetLife Application For Group Insurance is an implementation document authorizing employee voluntary deductions to be remitted monthly to MetLife.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MetLife Application For Group Insurance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM
Form Started By: Shelley Loughrey		Started On: 09/12/2018 05:44 PM
Final Approval Date: 09/13/2018		

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

APPLICANT DATA

1. Full legal name of Applicant:_____(the "Policyholder")
2. Address:_____City_____ State_____ Zip_____

EFFECTIVE DATE

The effective date of the applied for group insurance will be _____, subject to MetLife's acceptance of this application and the applicant's payment of the Premium due on or before such date.

SITUS

Group Policy forms will be issued for delivery in and governed by the laws of _____.

COVERAGE DATA

Employees / Members	Dependents

PREMIUM DATA

Premiums will be paid: ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other:_____

Attached is an advance payment of: $_____.

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

_____ _____
(Signature of Applicant's Authorized Representative) (Print Name and Title of Authorized Representative)

Signed at:_____ Date:_____
(City) (State)

_____ _____
(Signature of Licensed MetLife Agent or Resident Agent as required by law) (Agent's State License No.) (Print Name of Agent)

Commissioners Court - Regular Session **52.**

Meeting Date: 09/18/2018

Hyatt Legal Plans Agreement Metlaw Texas

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to execute the Hyatt Legal Plans Agreement through MetLaw Texas effective January 1, 2019 through December 31, 2021.

Background

The Hyatt Legal Plans Agreement MetLaw Texas is a required document to implement this new voluntary benefit that will be offered to employees as part of the upcoming open enrollment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hyatt Legal Plans Agreement MetLaw Texas

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM
Form Started By: Shelley Loughrey		Started On: 09/12/2018 05:54 PM
Final Approval Date: 09/13/2018		

HYATT LEGAL PLANS AGREEMENT
METLAW®
TEXAS

THIS AGREEMENT ("Agreement") by and between Hyatt Legal Plans, Inc. ("HLP"), a Delaware Corporation engaged in the legal plans business, and **Williamson County** ("The County"), a political subdivision of the State of Texas, is entered into as of the ____ day of _____ 2018 and shall be executed prior to the effective date set forth below.

WHEREAS, The County intends to offer to certain of its employees and their dependents a group legal plan ("Plan"); and

WHEREAS, The County has determined that HLP is able to provide for Plan and professional plan administration at a reasonable cost;

NOW, THEREFORE, the parties agree as follows:

1. "Employee" means those employees of The County who have elected to participate in the Plan under rules established by The County.

2. "Participant" means those Employees, their lawful spouses and dependents, who are eligible to receive legal services under rules established by The County.

3. "Covered Services" means those personal legal services that HLP provides for Participants as set forth in Appendix A to this Agreement. Participants can obtain the covered services by contacting HLP at 800-821-6400 or www.legalplans.com.

4. Excluded Services are those legal services that are not provided under the Plan. They include the following: (1) employment-related matters, including Company or statutory benefits; (2) matters involving The County, MetLife® and affiliates, or Plan Attorneys; (3) matters in which there is a conflict of interest between the Employee and spouse or dependents in which case services are excluded for the spouse and dependents, (4) appeals and class actions; (5) farm, business or investment matters, and matters involving property held for investment or rental or issues when the Participant is the landlord; (6) patent, trademark and copyright matters; (7) costs or fines; (8) frivolous or unethical matters and (9) matters for which an attorney-client relationship exists prior to the Participant becoming eligible for Plan benefits.

5. "Plan Attorneys" means attorneys designated by HLP to provide Covered Services.

6. Covered Services shall be provided by Plan Attorneys unless a Plan Attorney who is willing and able to perform the services is not available, or the Participant chooses to use a non-Plan Attorney. In those circumstances, or where there is no Plan Attorney, HLP shall reimburse the Participant for the cost of the non-Plan Attorney selected by the Participant, in accordance with a fee schedule established by HLP. HLP has no obligation to ensure the credentials or performance of non-Plan Attorneys.

7. The County shall report to HLP, using mutually agreed upon procedures, on at least a monthly basis, those Employees who have enrolled in the Plan and for whom The County is taking a payroll deduction. The County shall not include terminated employees or employees for whom there will be no payroll deduction. HLP shall have no obligation to provide for legal services to an Employee for whom HLP is not receiving payments from The County.

8. The County shall compensate HLP for the Plan by remitting to HLP, at least monthly, an amount equal to the number reported as enrolled times the monthly rate of **$21.00** per Employee. The pay period being paid shall be reported with each payment.

9. The County shall remit its payments to HLP monthly, payments being received by HLP no later than the tenth day of the period for which services are to be provided. HLP shall have no obligation to provide services under this Agreement if payment is not received on time. The County will have a grace period of 31 days to make the payments.

10. Plan Attorneys shall neither request nor accept additional compensation of any nature from Participants for the provision of Covered Services, except that court costs, filing fees, fines, judgments and any payments disbursed to third parties shall be paid by the Participant. A Participant shall have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. Participants have the right to retain, at their own expense, any attorney authorized to practice law in their state. HLP and the sales representatives are regulated by the Texas Department of Licensing and Regulation. Telephone – 800-803-9202, Email – customer.service@license.state.tx.us.

11. HLP shall indemnify and hold harmless The County against any claim, judgment or liability resulting from any alleged professional negligence on the part of Plan Attorneys in delivering legal services under the Plan or from any alleged negligence or misconduct on the part of HLP in the performance or omission of any responsibility assumed under this Agreement.

12. It is understood and agreed that HLP shall not in any sense be considered a partner or joint venturer with The County, nor shall HLP hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. HLP shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by HLP or failure to act relating to the services being provided.

13. The County shall offer the Plan to its employees once each year as part of its benefits program and payroll deduction system. Employees must enroll for a period of one year. New employees may enroll at the time of hire for the remainder of a plan year.

14. The County shall make all determinations whether a person is an eligible Employee and HLP shall accept and rely on such determinations.

15. The County shall be responsible for printing and distributing a plan description to Employees. HLP shall provide the plan description text.

16. The County shall distribute enrollment materials to benefit eligible employees and HLP will be the only legal plan offered.

17. The County shall be responsible for any filings required by Department of Labor or other agencies of the federal government. Upon request, HLP shall provide The County with information necessary to make such filings.

18. HLP shall make all determinations whether a Participant's matter is a Covered Service or Excluded Service. HLP shall provide an impartial review and a letter explaining the reason for its determination to any Participant requesting such an explanation.

19. The County and HLP will handle complaints and grievances in good faith. Attempts will be made to resolve any issues within 30 days of a written request. If the issue cannot be resolved within the 30 days the parties will agree on a method to resolve it.

20. The effective date of the legal plan is **January 1st, 2019**.

21. This Agreement shall remain in full force and effect through **December 31st, 2021**. This Agreement shall automatically be renewed after **December 31st, 2021**, for one-year terms until either party shall give notice of no less than three calendar months prior to the end of the term that it intends to terminate the Agreement, seek amendment of the Agreement or extend the term for more than one year. After December 31st, 2019, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will not be liable for any costs.

22. This Agreement is not assignable. The sales representative was Dave Seed.

23. No change in the Agreement is valid until the change has been approved by an executive officer of The County and HLP and change has been attached to this Agreement.

24. Venue of this Agreement shall be Williamson County, Texas, and shall be governed by the laws of the state of **Texas**.

25. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

26. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

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

compliance with the provisions of this section. licensee shall give HLP reasonable advance notice of intended audits.

28. HLP agrees and will comply with any and all local, state or federal requirements with respect to the services rendered or goods/services provided to The County or the County's employees.

29. HLP expressly agrees that he or she will not use any incidental confidential information that may be obtained while working or providing services or products in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

30. HLP agrees to act in good faith in the performance of this Agreement.

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

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument, setting forth their signatures and intending to be bound on the date first set forth above.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:	Hyatt Legal Plans, Inc.:
_____	_____
Date: _____ ___, 20____	Date: _____ ___, 20____

Appendix A
Definition of Covered Services

MetLaw

ADVICE AND CONSULTATION

Office Consultation
This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

Telephone Advice
This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation

CONSUMER PROTECTION

Consumer Protection Matters
This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

Small Claims Assistance
This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

Personal Property Protection
This service covers counseling the Participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit

agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

DEBT MATTERS

Debt Collection Defense

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third-party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

Identity Management Services

This service provides the Participant with access to LifeStages Identity Management Services provided by CyberScout, LLC. These services include both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery and Replacement services are covered by this service.

Identity Theft Defense

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor or employer.

Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse chooses to reaffirm that specific debt.

Tax Audits

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or

agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters; post judgment matters or litigation of a job-related incident.

Civil Litigation Defense
This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

Incompetency Defense
This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

DOCUMENT PREPARATION

Affidavits
This service covers preparation of any affidavit in which the Participant is the person making the statement

Deeds
This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

Demand Letters
This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

Mortgages
This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

Promissory Notes
This service covers the preparation of any promissory note for which the Participant is the payor or payee.

Document Review
This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

Elder Law Matters
This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

FAMILY LAW

Divorce, Dissolution and Annulment (Contested and Uncontested) – Twenty Hour Maximum
This service is available to the Plan Member only, not to a spouse or dependents, for the first twenty hours of service. This service includes preparing and filing all necessary pleadings, motions and affidavits, drafting settlement agreements, and representation at the hearing or trial, whether the Plan Member is a plaintiff or a defendant. This service does not include disputes that arise after a decree is issued. It is the Plan Member's responsibility to pay fees beyond the first twenty hours.

Name Change
This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

Prenuptial Agreement
This service covers representation of the Employee and includes the negotiation, preparation, review and execution of a Prenuptial Agreement between the Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé/partner must have separate counsel or must waive his or her right to representation. It does not include subsequent litigation arising out of a Prenuptial Agreement.

Protection from Domestic Violence
This service covers the Employee only, not the spouse or dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

Adoption and Legitimization (Contested and Uncontested)
This service covers all legal services and court work in a state or federal court for an adoption for the Employee and spouse. Legitimization of a child for the Employee and spouse, including reformation of a birth certificate, is also covered.

Guardianship or Conservatorship (Contested or Uncontested)
This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Employee or spouse is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting or terminating the guardianship or conservatorship once it has been established.

IMMIGRATION

Immigration Assistance
This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

PERSONAL INJURY

Personal Injury (25% Network Maximum)
Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

REAL ESTATE MATTERS

Boundary or Title Disputes (Primary Residence)
This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

Eviction and Tenant Problems (Primary Residence – Tenant Only)
This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

Security Deposit Assistance (Primary Residence – Tenant Only)
This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

Home Equity Loans (Primary Residence)
This service covers the review or preparation of a home equity loan on the Participant's primary residence.

Home Equity Loans (Second or Vacation Home)
This service covers the review or preparation of a home equity loan on the Participant's second or vacation home.

Property Tax Assessment (Primary Residence)
This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

Refinancing of Home (Primary Residence)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

Refinancing of Home (Second or Vacation Home)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

Sale or Purchase of Home (Primary Residence)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

Sale or Purchase of Home (Second or Vacation Home)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home or vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

Zoning Applications
This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

TRAFFIC AND CRIMINAL MATTERS

Juvenile Court Defense
This service covers the defense of a Participant and a Participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the Participant and the dependent child. When a conflict exists, or where court requires separate counsel for the child, this service provides an attorney for the Employee only, including services for Parental Responsibility.

Traffic Ticket Defense (No DUI)
This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

Restoration of Driving Privileges
This service covers the Participant with representation in proceedings to restore the Participant's driving license.

WILLS AND ESTATE PLANNING

Trusts
This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

Living Wills
This service covers the preparation of a living will for the Participant.

Powers of Attorney
This service covers the preparation of any power of attorney when the Participant is granting the power.

Probate (10% Network Discount)
Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

Wills and Codicils
This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

Intermediary and Producer Compensation Notice

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products *("Products")* with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products *(each an "Intermediary")*. MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business *(number of products sold or dollar value of premium)* with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife *(e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements)*.

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

L0618506365 [exp1218][All States]

Commissioners Court - Regular Session **53.**

Meeting Date: 09/18/2018

InfoArmor Services Agreement

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to execute the InfoArmor Service agreement effective January 1,2019 - December 31, 2021.

Background

The InfoArmor Service Agreement is part of the implementation documents needed for the voluntary employee benefit that will be offered as part of the upcoming open enrollment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

InfoArmor Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM

Form Started By: Shelley Loughrey Started On: 09/12/2018 06:01 PM

Final Approval Date: 09/13/2018

SERVICE AGREEMENT

This Service Agreement, effective as of the last signature date shown below, is by and between InfoArmor, Inc., a Delaware Corporation ("**InfoArmor**"), and Williamson County ("**Client**"). InfoArmor and Client are sometimes referred collectively in this Agreement as the "Parties" and each individually as a "Party."

1. **DEFINITIONS.**

As used in this Agreement, the following capitalized terms have the following meanings:

Agreement – this Service Agreement, including all Exhibits attached hereto, all as may be amended from time to time in accordance with the provisions hereof.

Effective Date of Coverage – January 1, 2019, being the first date a Participant may enroll in Services. This date is sometimes referred to as the launch date.

Eligible Participants - Client's employees, customers, subscribers, or members. [*This definition may be altered to fit the Client's intended recipients of the Services.*]

Family Participants – a Participant's family members, including immediate, extended and step family members.

Fees – the fees payable by Client to InfoArmor for InfoArmor's implementation of the Services and performance of its obligations hereunder, as set forth in Exhibit B attached hereto.

Participants - Eligible Participants, including Family Participants, who enroll, or who are enrolled, in Services in accordance with this Agreement.

Primary Participants - Participants, excluding Family Participants.

Services – the privacy management and identity protection services provided by InfoArmor identified in Exhibit A attached hereto.

2. **SERVICE OFFERS; ENROLLMENT; PROVISIONS.**

2.1 **Service Offers and Enrollment**. During the Term (as defined in Section 7.1), Client may offer its Eligible Participants the opportunity to enroll in one or more of the Services. To the extent requested by Client, InfoArmor shall cooperate reasonably with Client to assist with the marketing of the Services to Eligible Participants. To the extent Eligible Participants accept such Service offers, InfoArmor shall enroll such Eligible Participants as Participants in accordance with InfoArmor's enrollment processes.

2.2 **Provision of Services; Changes**. InfoArmor shall provide the Services directly to Participants. Any change to any of the Services that constitutes a material reduction of benefits to Participants from that described in Exhibit A, shall be subject to the prior written agreement of the Parties, not to be unreasonably withheld, conditioned or delayed, except to the extent any such change is made by InfoArmor to comply with applicable legal requirements or to avoid infringement of third-party intellectual property rights.

2.3 **No Agency Relationship.** It is understood and agreed that InfoArmor shall not in any sense be considered a partner or joint venturer with Client, nor shall InfoArmor hold itself out as an agent or official representative of Client unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. InfoArmor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of Client other than what may be expressly allowed under this Agreement. Client will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by InfoArmor or failure to act relating to the services or goods/services being provided to Client's employees.

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

3. **FEES; PAYMENT TERMS.**

In consideration for InfoArmor's provision of the Services and the performance of its other obligations hereunder, Client shall pay InfoArmor the Fees set forth in Exhibit B attached hereto in United States currency.

4. **PROPRIETARY RIGHTS.**

As between InfoArmor on the one side and Client and Participants on the other side, InfoArmor is and shall remain the sole and exclusive owner of all privacy management and identity protection programming, software and related solutions incorporated into the Services, all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet URL addresses, corporate names and general intangibles of a like nature owned or registered by InfoArmor, any patents, software, trade secrets, know-how, technical information, data and other proprietary intellectual property of InfoArmor, whether registered or unregistered, and whether owned or licensed by InfoArmor, and all other materials furnished by InfoArmor to Client or Participants in connection with its offering or provision of the Services, as the same now exist or as they may hereafter be modified, including all applications for registration or renewal thereof in any jurisdiction and all goodwill and other rights inherent therein or appurtenant thereto (collectively, the "**InfoArmor Intellectual Property**"). Except for the express rights set forth in this Agreement or as otherwise agreed in writing by the Parties, nothing herein grants or is deemed to grant to Client or any Participant any right, title or interest in or to any of the InfoArmor Intellectual Property.

5. **CONFIDENTIALITY; NON-DISCLOSURE.**

5.1 **Confidential Information.** By virtue of this Agreement, each Party may have access to Confidential Information of the other Party. For purposes of this Agreement, "**Confidential Information**" of a Party means information of such Party, disclosed or otherwise provided by or on behalf of such party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") orally, electronically, in writing, or otherwise, under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes the terms and conditions of this Agreement, data, drawings, designs, concepts, specifications, reports, analyses, regulatory filings or correspondence, prototypes, samples, trade secrets, copyrights, unregistered trade names, trademarks, trade dress or service marks, designs, drawings, proprietary computer code, proprietary methods and/or systems, know-how, customer lists, business or marketing plans, production or operating budgets, and any other information or material expressly identified by the Disclosing Party as being proprietary or confidential or that a reasonable person in the place of the Receiving Party would recognize as being proprietary or confidential information of the Disclosing Party. Notwithstanding the foregoing, the term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or any of its directors, officers, managers, shareholders, members, agents or contractors ("**Representatives**") or by any other person or entity owing a duty of confidentiality to the Disclosing Party with respect to such information; (ii) can be shown was already known to the Receiving Party on a non-confidential basis prior to its being disclosed by the Disclosing Party to the Receiving Party; (iii) is disclosed to the Receiving Party by a third party where such disclosure is made without violating any confidentiality obligation owed by such third party to the Disclosing Party, or (iv) is developed by the Receiving Party without reliance upon or use of any of the Confidential Information.

5.2 **Ownership of Confidential Information; Restricted Use**. The Receiving Party acknowledges and agrees that at all times, the Confidential Information of the Disclosing Party is and shall be the sole and exclusive property of the Disclosing Party, and that, except as expressly contemplated by this Agreement, the Receiving Party shall have no right, title or interest in, to or under any such Confidential Information. The Receiving Party shall not take any action that is inconsistent with the foregoing sentence, including (without limitation) asserting any ownership right or interest in or to any of the Confidential Information of the Disclosing Party or filing any application for patent, trademark or other intellectual property registration with respect to any of such Confidential Information. Unless otherwise expressly approved by the Disclosing Party in writing, the Receiving Party shall use the Confidential Information solely for the purposes contemplated by this Agreement.

5.3 **Non-Disclosure**. Unless otherwise expressly approved by the Disclosing Party in writing, the Receiving Party shall not, nor shall it cause or permit any of its Representatives to, disclose any Confidential Information to any person or entity, except to the extent reasonably necessary for the Receiving Party to exercise its rights and perform its obligations under this Agreement. The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information, which measures shall include at a minimum the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing of any misuse, misappropriation or unauthorized disclosure of the Disclosing Party's Confidential Information that may come to the Receiving Party's attention. The Receiving Party shall advise its Representatives who are provided access to the Confidential Information of the Disclosing Party of the Receiving Party's authorized use and confidentiality obligations under this Section 5 and shall obtain such Representative's agreement to act in

accordance with the terms of this Section 5. In any event, the Receiving Party shall at all times be liable for any misuse or unauthorized disclosure by any of its Representatives of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, to the extent the Receiving Party is required to disclose any Confidential Information in order to comply with applicable law or an order of a court of competent jurisdiction, such disclosure shall not constitute a violation of this Section 5.3, provided that the Receiving Party notifies the Disclosing Party in writing as far in advance as reasonably possible of such required disclosure and only discloses the minimum amount of Confidential Information necessary to comply with such applicable law or court order.

5.4 **Duration of Restrictions**. The covenants and obligations of the Receiving Party set forth in this Section 5, shall last for two (2) years from the date of expiration or earlier termination of the Term, and thereafter for so long as any such Confidential Information remains protectable or legally enforceable under a related agreement or under any applicable law, including (without limitation) applicable copyright, trade secret and patent laws.

6. **PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII).**

6.1 **PII Defined**. For purposes of this Agreement, the term "**PII**" means an individual's first name or first initial and last name plus a data element used to distinguish or trace an individual's identity as provided for by applicable federal and state law, including without limitation (i) Social Security Number, (ii) driver's license or other state-issued identification card number, (iii) account number, credit card number or debit card number combined with any security code, access code, PIN or password needed to access an account, or (iv) medical, educational, financial, or employment information. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media, including the Internet.

6.2 **Restrictions on Use of PII**. Any PII disclosed by Client or a Participant to InfoArmor or with which InfoArmor otherwise comes into contact while providing the Services shall be deemed Confidential Information of Client, regardless of whether it is labeled or designated as such. InfoArmor shall not (i) use PII for any purpose other than as reasonably necessary to provide the Services and otherwise fulfill its obligations under this Agreement, (ii) disclose PII to any third party, including agents or consultants, without prior written consent of Client, or (iii) make PII available to any Representatives of InfoArmor except those with a need to know in order for InfoArmor to provide the Services.

6.3 **Disclosure of PII to Third Party Contractors and Consultants**. Prior to disclosing any PII to any contractor, subcontractor or consultant of InfoArmor, InfoArmor shall first enter into a confidentiality agreement with such contractor, subcontractor or consultant that contains provisions restricting the disclosure and use of PII that are at least substantially equivalent to those restrictions contained in Section 5 with respect to Confidential Information.

6.4 **Security Controls**. InfoArmor shall implement reasonable controls to ensure the security and confidentiality of all PII in its possession, including a comprehensive information security program containing organizational, administrative, physical and technical security measures that satisfies all relevant state and federal laws and regulations and, in the case of credit card data, the Payment Card Industry Standards, identified in Section 6.7.

6.5 **SOC 2 Audit Report**. At least once annually and at no expense to Client, InfoArmor will conduct an SOC 2 audit of controls relating to the Service, which audit will be performed by an independent certified public accounting firm (or similarly qualified person). Upon Client's request, InfoArmor will provide Client with copies of documentation relevant to such SOC 2 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

6.6 **Breach of Security**. InfoArmor shall maintain a formal Emergency Management Plan for Data Security Incidents (the "**Plan**") which shall include, at a minimum, the actions that shall be taken in response to a data security incident or suspected incident and the specific responsibilities of personnel to implement such actions. The Plan shall include a clear, documented escalation procedure and the process for notifying Client of a data security incident. Specifically, InfoArmor shall notify Client of a data security incident that involves the unauthorized acquisition, access, use, or disclosure of PII (a "**Breach of Security**") without unreasonable delay and, in any event, within seventy-two (72) hours after InfoArmor becomes aware of such Breach of Security. Such notification shall include a description of the information affected, the identification of all Client-related individuals believed to have been affected, and all other information reasonably necessary to provide notice to affected entities or individuals in accordance with state data breach notification requirements. InfoArmor agrees to keep Client informed of the progress and actions taken in connection with InfoArmor's investigation of a Breach. InfoArmor shall take all actions reasonably necessary or appropriate to remedy a Breach of Security, including conducting an investigation into the cause of such Breach of Security and notifying affected persons and, to the extent required by applicable law, government agencies accordingly.

6.7 **PCI DSS Compliance**. InfoArmor shall maintain policies, practices, and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service.

7. TERM; TERMINATION.

7.1 **Agreement Term**. Subject to earlier termination as provided herein, the term of this Agreement shall commence as of the last signature date shown below and shall continue for three (3) years from the Effective Date of Coverage (the "**Initial Term**"), as defined in Section 1 above. The Initial Term shall thereafter automatically renew for successive one-year (1) terms (each, a "**Renewal Term**") unless and until either Party delivers written notice to the other at least ninety (90) days before the expiration of the Initial Term or Renewal Term then in effect of the notifying Party's election not to renew this Agreement, in which event this Agreement shall expire at the end of the Initial Term or Renewal Term then in effect. Such Initial Term and any Renewal Term that come into effect are collectively referred to herein as the "**Term**."

7.2 **Early Termination**. This Agreement may be terminated before the expiration of the Term in the following circumstances:

7.2.1 **Change of Law**. Either Party may terminate this Agreement, without liability to the other, in the event of judicial, regulatory or legislative change rendering performance by such Party of this Agreement impossible or illegal, provided that the Party seeking to exercise such termination right shall provide the other with at least thirty (30) days' prior written notice or, if such judicial, regulatory or legislative change necessitates such Party to terminate this Agreement upon less than thirty (30) days' prior written notice, such Party shall give as much notice of termination as is reasonably possible in the circumstances.

7.2.2 **Insolvency/Bankruptcy**. In each case to the extent permitted by applicable law, if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within thirty (30) days after the filing thereof.

7.2.3 **Breach of Agreement**. If either Party materially breaches any of its duties or obligations hereunder (including any payment obligation), and such breach is not cured within thirty (30) days after written notice of such breach is given to it by or on behalf of the non-breaching Party. The non-breaching Party may terminate this Agreement by immediately delivering written notice to the breaching Party, which termination shall be in addition to whatever other remedies the non-breaching Party has under this Agreement, at law, or in equity. Termination shall not relieve Client of its obligation to pay for all Services provided prior to the date of termination.

7,2.4 **Termination for Convenience.** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will not be liable for any costs.

7.3 **Performance of Obligations During Run-Out Period**. For a period of ninety (90) days following the effective date of the expiration of the Term or earlier termination of this Agreement other than for Client's uncured breach of its payment obligations hereunder (the "**Run-Out Period**"), (i) InfoArmor shall continue to provide the Services to Participants, (ii) Client shall continue to pay InfoArmor the fees and any other amounts due hereunder in accordance with the provisions hereof as if the Term were still in effect, and (iii) the Parties shall continue to abide by their other obligations hereunder. During the Run-Out Period, InfoArmor shall advise Participants of the pending termination of the Services upon conclusion of the Run-Out Period and may solicit Participants to subscribe individually, at their sole cost (and not at Client's cost), for continuation of the Services under separate terms.

8. INDEMNIFICATION.

8.1 **Intellectual Property Infringement Indemnification**. Subject to the provisions of this Section 8, InfoArmor shall indemnify and hold harmless Client and Participants (the "**Indemnified Parties**") from and against any and all actions, lawsuits, claims, amounts paid in settlement of claims, damages, losses, fines, penalties, costs and expenses (including reasonable fees and expenses of legal counsel) and other liabilities (collectively, "**Losses**") arising from or relating to any claim or allegation that the Services infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party or violate the terms of any third party software license contained within the Services or any software provided as part of the Services. If any Services, in whole or in part, constitute infringement or misappropriation of any third party's rights, and/or if Client's use thereof is subject to actual or overtly threatened enjoinment, InfoArmor, in addition to its indemnification obligations hereunder, shall promptly (i) secure for the Indemnified Parties the right to continue using such infringing Services, or (ii) re-perform or replace such Services with comparable non-infringing

Services, or (iii) modify the Services so that they become non infringing. In the event InfoArmor is unable to procure one of the aforementioned remedies on terms that are commercially reasonable to InfoArmor, InfoArmor may terminate the provision of the infringing Services or this Agreement as a whole, whereupon (A) Client shall immediately cease its use (including provision to Participants) of the Services in question, and (B) InfoArmor shall promptly refund or credit to Client and/or Participants (as applicable) any amounts paid in advance to InfoArmor for future provision of such Services.

8.2 **General Indemnification**. Subject to the other provisions of this Agreement, InfoArmor shall indemnify the Indemnified Parties from and against any and all Losses to the extent arising out of or caused by InfoArmor's breach of this Agreement; provided, however, that such indemnification obligation of InfoArmor shall not apply to the extent that any Losses have resulted from the willful misconduct or gross negligence of any Indemnified Party or by the breach of this Agreement by Client.

8.3 **Terms Governing Indemnification**. Client, for itself or on behalf of any other Indemnified Party, shall promptly give InfoArmor written notice of any claim for indemnification pursuant to Section 8.1 or 8.2, including reasonable details of the facts giving rise to such claim, but the failure to give such prompt notice shall not relieve InfoArmor of its indemnification obligations, except to the extent that InfoArmor forfeits any material rights or defenses because of such failure. Upon being notified of any third-party claim against an Indemnified Party for which indemnification is sought under Section 8.1 or 8.2, InfoArmor shall have the right to assume exclusive control over the defense and/or settlement of such claim as long as InfoArmor continues to diligently pursue such defense or settlement. No Indemnified Party shall, without InfoArmor's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification is sought under this Agreement. InfoArmor shall not, without the applicable Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification is sought under Section 8.1 or 8.2 unless such settlement, compromise, or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action, or proceeding. Each applicable Indemnified Party shall cooperate reasonably with InfoArmor (at InfoArmor's expense) in the defense or settlement of any third-party claim, action or proceeding for which indemnification is sought under Section 8.1 or 8.2.

9. INSURANCE.

During the Term and for one (1) year thereafter, InfoArmor shall maintain the following insurance coverages with insurance carriers with an A.M. Best rating of at least A VII, or such other insurance carrier(s) approved in writing by Client: (i) all insurance coverages required by federal, state or local law, including statutory worker's compensation insurance and employers' liability insurance; (ii) comprehensive or commercial general liability insurance, which shall provide for a minimum combined bodily injury and property damage coverage limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; (iii) a comprehensive crime policy with a limit of $1,000,000 that shall include Employee Dishonesty and fidelity coverage for all InfoArmor employees, officers and agents; Computer Fraud; and Money & Securities coverage to include "on premises" loss (loss inside the premises) and "in transit" loss (loss outside the premises); and (iv) Professional Liability (also known as Technology Errors and Omissions) insurance with combined single limits of not less than $5,000,000. Upon written request, InfoArmor shall provide Client with certificate(s) of insurance evidencing the coverages described in this Section 6.12.

10. DISCLAIMER OF WARRANTIES.

INFOARMOR REPRESENTS AND WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND APPLICABLE LAWS. INFOARMOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE UNDER OR OTHERWISE IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT. INFOARMOR DOES NOT WARRANT THAT THE SERVICES SHALL BE ACCURATE OR COMPLETE, OR SHALL OPERATE ERROR-FREE OR UNINTERRUPTED. INFOARMOR DOES NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.

11. DISCLAIMER OF CONSEQUENTIAL DAMAGES.

EXCEPT IN THE CASE OF A BREACH OF ANY PROVISION OF SECTION 4 OR SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY SPECIAL,

CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, ANY SERVICES PROVIDED HEREUNDER OR ANY DOCUMENTATION RELATED THERETO, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES, OR BUSINESS INTERRUPTION OR OPPORTUNITY), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITIES. AS SUCH, THE LIABILITY LIMITATIONS OR EXCLUSION SET FORTH IN THIS SECTION 11 SHALL ONLY APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

12. **GENERAL LIMITATION.**

EXCEPT IN THE CASE OF A BREACH OF ANY PROVISION OF SECTION 4 OR SECTION 5, A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF, RELATING TO OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID BY CLIENT TO INFOARMOR UNDER THIS AGREEMENT.

13. **GENERAL PROVISIONS.**

13.1 **Remedies Cumulative; Waiver**. The rights and remedies of the Parties herein are cumulative and additional to all other remedies available at law or in equity. No waiver by either Party of any provision of this Agreement or any breach hereof by the other Party shall be effective unless, and then only to the extent, explicitly set forth in writing and signed by the waiving Party. No failure by either Party to exercise, and no delay by a Party in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate, or be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege hereunder or arising in connection herewith.

13.2 **Successors and Assigns**. Neither Party may assign any of its rights or delegate or cause to be assumed any of its obligations hereunder without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed).

13.3 **Venue and Governing Law**. Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

13.4 **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

13.5 **Injunctive Relief.** Each Party acknowledges and agrees that its covenants in Sections 4 through 6 hereof are necessary and reasonable in order to protect the legitimate business interests of the other Party, and that any violation by it (or any of its Representatives) of any such covenant may cause irreparable injury to the other Party and that monetary damages, even if determinable, would not alone be adequate to compensate such other Party for such breach. Accordingly, each Party agrees that, in addition to any other remedy that may be available to the other Party at law or in equity, each Party shall be entitled to injunctive relief to prevent or terminate the occurrence of any such breach by the other Party (or any Representative thereof), without the necessity of proving actual damage or harm and without any requirement to post bond or other security.

13.6 **Costs of Relief**. If any legal proceeding is instituted to remedy, prevent, or obtain relief from a breach by a Party in the performance of (or its failure to perform) its obligations under this Agreement, the substantially prevailing Party in such proceeding (as determined by the applicable court or arbitrator) shall be entitled to recovery of all of its costs (including court costs and reasonable attorneys' fees and expenses) incurred in each and every aspect of such proceeding, including any and all appeals or petitions therefrom.

13.7 **Notices**. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if sent by nationally recognized overnight courier or dispatched by registered or certified mail, postage prepaid, in any post office in the U.S. addressed to the parties at the addresses listed below, or to any email address that the recipient party has designated in writing as being acceptable for the delivery to it of notices hereunder.

13.8 **Entire Agreement; Amendment**. This Agreement sets forth the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous oral

and written agreements, understandings and communications between the Parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by a written instrument executed by each of the Parties.

13.9 **Survival of Terms**. The provisions of Sections 4 through 6 shall survive the expiration of the Term or earlier termination of this Agreement for any reason until the expiration of any specified time period applicable to any such provision or, if no such time period is specified, indefinitely, subject to applicable statutes of limitations.

13.10 **Severability**. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction or arbitrator or under any applicable law, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with the view to effecting, to the greatest extent possible, the original purpose and intent of this Agreement. In any event, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

13.11 **Construction and Interpretation**. The Section headings contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The words "hereof", "herein", and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive, and the term "including" shall not be deemed to limit the language preceding such term, but rather shall be deemed to be followed by the words, "without limitation". This Agreement shall be considered for all purposes as having been prepared through the joint efforts of the Parties, and no presumption shall apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof based on the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

13.12 **Execution of Agreement**. This Agreement may be executed in two or more counterparts, in original form or by electronic facsimile, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.13 **No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the latest date written below.

InfoArmor, Inc.

Emily Snell — Sep 10, 2018

Emily Snell, Chief Operating Officer — Date
7001 N. Scottsdale Road
Suite 2020
Scottsdale AZ 85253
Phone: 800-789-2720

Williamson County

Name: — Date

Title:
Address:
Phone:
Email:

Exhibit A

SERVICES

PrivacyArmor Plus

PrivacyArmor Plus allows businesses and organizations to provide self-elected Employees a cost-effective and sophisticated solution for the complicated problem of identity theft. PrivacyArmor Plus includes elements that assess risk, deter identity theft, and detect fraud in its earliest stages. Should an identity be stolen, it also includes a high-tech and high-touch system for managing the restoration process as well as insurance to cover expenses. This service can be available for family members, including minors, for any persons considered under roof or under wallet of the primary participant.

PrivacyArmor Plus includes:

- Identity Monitoring powered by innovative technology to detect misuse of a participant's Social Security Number, Name, Address, Phone, and/or Date of Birth and credentials. Patented technology is used to monitor billions of consumer transactions (including applications from banks, wireless providers and credit card issuers) seeking questionable activity or evidence of fraud, as well as High Risk Transaction activity requiring security questions for critical account or transfer access. Real time financial threshold monitoring is included, whereby a participant may set dollar amount thresholds, and be alerted on transactions that meet or exceed that amount.
- CreditArmor: Includes tri-bureau real-time credit monitoring and alerting, monthly credit score, historical credit score tracker, and free annual credit report provided by TransUnion. Includes Auto-On alerts, which provide generic credit alerts even in the absence of having a participant "turn on" the alerting mechanism in the participant portal, as well as Instant Inquiry alerting, which generates alerts within minutes of TransUnion capturing the activity.
- The services of a personal Privacy Advocate, Identity Theft Resource Center trained and Certified Identity Theft Risk Management Specialists (by Institute of Fraud Risk Management), who will handle the details of restoring a participant's compromised identity. The Privacy Advocate works on their behalf, to the extent possible, managing the identity restoration process and facilitating a thorough resolution process. Privacy Advocates are dedicated to each case and provide services which may include as applicable, but are not limited to the following:
    - Collection of information regarding misuse of personal credentials and exposed account risks.
    - Assistance with filing a police report and guidance with preventative steps for protection against further exposure.
    - Placing phone calls and preparing appropriate documentation on behalf of the victim including anything from dispute letters to defensible complaints.
    - Notification to the three major credit bureaus, affected creditors, financial institutions, utility providers, etc.
    - Assistance in the placement of fraud alerts with three credit bureaus, as required. Pull credit reports, generate identity theft affidavit, etc. Education around the risks, impact, and appropriate use of such action.
    - Cancellation of credit/debit cards, re-issue of new cards, restoration of lost wallet contents, as applicable and required.
    - Submittal of information to FTC, Social Security Administration, US Postal Service, and to other government agencies as required.
    - Restoration of non-credit impacts including criminal, DMV, medical records, etc.
    - Maintain case file and follow-up routinely.

    - If any pre-existing fraud events are discovered by InfoArmor or are presented by the participant, they are immediately identified and remediated.

- A live phone call by a Privacy Advocate when suspicious activities are confirmed. The alert will be discussed and the full-service remediation process will be initiated, if necessary.
- Opt-out controls to stop pre-approved credit card offers, reduce junk mail and end telemarketing calls.
- A monthly secure email outlines identity status update, security risks, and tips on how to protect financial resources and credit. In addition, instructions on obtaining free credit reports are available (one from each major bureau - Equifax, Experian, TransUnion)..
- IdentityMD is an on-line tool for self-directed remediation efforts and includes an extensive library of documentation and educational information.
- Internet Surveillance constantly scans the underground economy for specific identity data elements. In the event that any personally identifiable information is detected in this environment as being used or transacted fraudulently, the participant will receive an alert in order for action to be taken.
- WalletArmor provides lost wallet protection. By entering wallet contents into InfoArmor's secure data vault, in the event of a lost or stolen wallet, InfoArmor's Privacy Advocates can cancel and re-issue credit cards, debit cards, and other sensitive credentials (ie, medical ID cards) on behalf of the participant. Coupled with InfoArmor's powerful Internet Surveillance, in the event that any wallet contents are detected being fraudulently transacted in the underground economy (credit card numbers being bought/sold, for example), InfoArmor's Privacy Advocates can advise and assist the participant to take necessary steps to mitigate that exposure.
- Digital Identity Report is an aggregation of vast public data sources and outlines the potentially unwanted or unknown exposure that a participant has in the public arena. Based on that exposure, a "grade" is assigned detailing whether exposure is excessive or limited. Further, tips and links to reduce or eliminate this exposure are also offered.
- On-line credential monitoring evaluates user credentials (email based user name and associated password) for occurrences of compromise. Our cloud technology automatically infiltrates hacker databases on an hourly basis, collecting data from data leaks, key logger dumps, malware logs, and credential exchanges between hackers. We monitor thousands of data sources including social media, hacker forums, DeepWeb/TOR, file sharing portals, P2P networks, and other emerging black market information repositories. In the event that credentials are identified, the compromised information will be removed from circulation and alerts will be generated to the user and/or user organization (24 hours a day, 7 days a week), in order to prompt appropriate action (password reset, for example).
- A $1,000,000 Identity Fraud Expense Reimbursement Policy for limited out-of-pocket expenses incurred by the process of recovering from identity fraud as well as electronic funds transfer coverage, a benefit that ensures minimal disruption of their financial security. This policy is underwritten by AIG. See policy details for specific coverage.
- SocialArmor, if activated, monitors reputational damage on Facebook, LinkedIn, Instagram, and Twitter.
- An enhanced identity monitoring solution including additional Data Sources with proactive alerts for transactions that do not typically appear on a credit file such as new account authorizations, address changes and new and broader account openings. Alerts will not require pre-authorization.

Exhibit B

Fees and Payment

A. Fees

Voluntary Payroll Deduction Pricing (i.e. Participant Paid)

PrivacyArmor Plus:
$9.95 Per Participant, Per Month
$17.95 Per Participant + Family, Per Month

B. Pricing Notes

1. The pricing shown above in Section A is guaranteed for the Initial Term.
2. Any InfoArmor services outside of the Services described in Exhibit A shall be subject to separate written agreement of the Parties (or where applicable, written agreement of InfoArmor and Client's broker, consultant or third party administrator) as to nature and description of services and associated fees or other costs to be paid therefor.
3. Unless otherwise defined, all payment terms for payroll deduction are payable within thirty (30) days.

C. Fee Adjustments Upon Renewal

At least one hundred fifty (150) days before the end of the Initial Term or Renewal Term then in effect, InfoArmor shall notify Client in writing of any adjustments to fees payable under this Agreement that will come into effect upon the date of commence of the Renewal Term (the "**Renewal Date**") following the Initial Term or Renewal Term then in effect. Except to the extent InfoArmor and Client agree in writing to any changes to such adjustments, such adjustments shall become effective on the Renewal Date without further notice to Client or Participants unless Client elects not to renew the Term in accordance with Section 7.1.

D. Disputed Invoicing; Effect of Late Payments

If Client believes that there is any error in any invoice or notification delivered by InfoArmor, Client must notify InfoArmor in writing of such error within forty-five (45) days after Client's receipt of such invoice. Client hereby waives any right to dispute any invoice on the basis of purported error if Client fails to provide such written notice to InfoArmor within such forty-five (45) day period. If requested by Client, InfoArmor shall provide Client with appropriate back-up information to support its invoicing. If Client believes that it has overpaid InfoArmor for Services hereunder and InfoArmor disputes such overpayment claim, then unless InfoArmor agrees in writing, Client may not withhold or set-off payment of any Fees due to InfoArmor hereunder against such alleged overpayment.

For fees that are past due more than thirty (30) days from their due date specified above, InfoArmor reserves the right to impose interest at the rate of one and one-half percent (1½%) per month until paid, except for any portion of an invoice that is being disputed in good faith by Client and for which written notice is given to InfoArmor with the forty-five (45) day period described above. If any fees are past due more than forty-five (45) days from their due date specified above, InfoArmor may, in addition to all other remedies available to it under the Agreement and applicable law, suspend provision of the Services until such fees and any interest accrued thereon are paid.

Commissioners Court - Regular Session **54.**

Meeting Date: 09/18/2018

Technology Asset and Procurement Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Technology Asset and Procurement Policy as proposed by the County Judge, Purchasing, Technology Services, Budget Office, and County Auditors.

Background

This policy is a joint development between the County Judge, Purchasing, Technology Services, Budget Office, and County Auditors, who all had representatives meet and discuss ways to improve the tracking, procurement and management of technology items (as defined in the policy). Through meetings and discussions that have been underway for some time, the proposed policy was developed with input from all the participants. If approved by the Commissioner's Court, this would take effect Oct 1, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 11:13 AM
Form Started By: Richard Semple		Started On: 09/13/2018 10:51 AM
Final Approval Date: 09/13/2018		

Technology Asset and Procurement Policy

Version 1.0

Approvals

Policy Approval Date: TBD

Final Approval By: Williamson County Commissioner's Court

Policy Effective Date: Oct 1, 2018

Next Review Date: Sept 1, 2019

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1.0	TBD	10/1/2018

Scope

This policy applies to all Technology Items (see definition below) procured with County funds even if it is not connected to the County network.

Purpose

This policy is designed to help technology asset tracking, procurement and overall management of Technology Items throughout the County. Having an accurate count and inventory is essential for the annual budgeting process as well as software licensing, and staff sizing for support staff.

Definitions

Technology Item

- Computer software & mobile "apps"
- Web-based or "cloud" services
- Cellular (data or voice) service
- Internet or other network connectivity services
- Technology-related hardware including but not limited to:
    - Computers (desktops, laptops, tablets)
    - Mobile Devices as defined in the Mobile Device Policy (e.g. tablets, phones, handheld computers)
    - Servers, networking, and storage
    - Network infrastructure (e.g. switches, firewalls)
    - Display devices (TVs, monitors, projectors, etc.)
    - Printers/scanners/fax machines
    - Audio-Visual equipment

Policy

Budgeting

During the budget process, departments are responsible for identifying if the Technology Items requested are replacement items or are additional/new items (that is, adding to the overall count) when submitting to the Budget Office. For replacement items, departments must enter the serial number or service tag for each item being requested.

After the County budget is approved, the list of replacements as well as new Technology Items will be supplied to Technology Services. This list will be used and tracked as part of the technology ordering process.

Technology Ordering

Ordering Technology Items

All ordering of Technology Items must go through the Technology Services Quote request and ordering process on the Technology Services website. For replacement items, the service tag, serial number, or

other uniquely identifying information (e.g. phone number) for replacements must be entered. For new items, it must be entered as a new item. This will be checked against the approved budget.

Purchase Requisitions must be entered for all above specified items even if below the $5,000 threshold for requisition requirements. Please note that Procurement Card Purchases for Technology Items are not allowed except if pre-approved by the Technology Services Department. Please see Purchasing Policies for further information or contact Purchasing prior to making a purchase.

Overall count of items
The overall count of Technology Items cannot change without approval from the Budget Office.

Non-Budgeted technology expenses
These must be approved by the Budget Office if it adds to the overall count of Technology Items.

Ordering Calendar
Technology Services will publish the final date for ordering various Technology Items towards the end of each fiscal year. This deadline is important as it takes time for suppliers to deliver equipment to the County, and there are scheduling timelines for Technology Services to configure, deliver, and install items. The deadline may vary based on the item and will be published to departments.

Technology Vendor Coordination

Unless excepted for specific orders or projects, all coordination of specifications and ordering of Technology Items will be done by Technology Services.

Delivery & Installation

When items are delivered to departments, the technology item will be updated on the tracking list used by Technology Services and the item that was replaced will be marked off the list. Upon delivery of physical items, the department will be asked to sign an acknowledgement of receipt for the item. This will be kept electronically.

After 30 days, the technology item that is replaced will be blocked from the network and not reconnected without a policy exception (see Exceptions section below).

Asset Tracking

The official County asset tracking for audit purposes is the fixed asset list maintained by the Auditor's Office, and this is not changing with this policy.

As items slated for ordering are tracked by Technology Services, and as Technology Items are ordered, they are tracked against that list. This list can be used for budgeting purposes by departments in future years as well as by Technology Services for budgeting for support (both licensing and personnel).

Asset Transfer and Disposal

When assets are transferred to other departments or sent for disposal or auction, the Technology Services asset list will be updated as needed.

Exceptions

Exceptions must be approved using the IT policy exception process on the IT Service Portal.

Policy Violations

Policy violations may affect budget and/or purchase considerations in current year or following year budgets as well as the ability for Technology Services to support items or connect them to the network.

Commissioners Court - Regular Session **55.**

Meeting Date: 09/18/2018

CAECD Interlocal for 9-1-1 Database for FY2019

Submitted For: Jay Schade **Submitted By:** Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2019 with the Capital Area Emergency Communications District.

Background

This is the annual contract between Williamson County and CAPCOG (CAECD) for the delivery of 9-1-1 services. It is the County's funding for 9-1-1 Database and Addressing Programs in the Technology Services Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Database Contract

Attachment A

Attachment B

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/12/2018 03:02 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Teresa Baker		Started On: 09/12/2018 12:08 PM
Final Approval Date: 09/13/2018		

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

INTERLOCAL CONTRACT FOR NEXT GENERATION 9-1-1 DATABASE PROGRAM

Section 1. Parties and Purpose

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the District.

1.2. Williamson County ("County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.

1.3. This Interlocal contract is entered into between CAECD and County under Chapter 791 of the Government Code so that County can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

Section 2. Goods and Services

2.1. County agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, County agrees to:

A. Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by Mapped ALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of the County.

B. Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions.

C. Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must be in a common projected coordinate system. CAPCOG agrees to perform quality

assurance/quality control procedures through the 5th business day of the month, including any coordination necessary with the County that may involve the County making corrections to mandatory components of their work – See Attachment B requirements. By the 7th business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the mapping servers designated by CAECD. It is expected that by the 9th business day of each month the GIS datasets will be updated.

D. Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required Mapped ALI GIS data, as described in Section 2.1.A, from one of the entities listed above, then County must develop it independently.

E. Track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.

F. Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue.

G. Maintain the automatic location information (ALI) database (also called the 9-1-1 database) for the County area. This includes, but is not limited to, correcting telephone number (TN) database errors; maintenance and quality control of an accurate 9-1-1 call location map; and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

H. At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESZs, city limits and common places files) and store the backup data in a secure place.

I. Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Division in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.

J. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

K. Resolve any discrepancies between GIS datasets and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion.

L. Resolve any discrepancies between GIS datasets and the information displayed at the PSAP as reported by a call taker, in a timely fashion

M. Attend scheduled quarterly GIS User Group meetings and at least one annual training workshop at the CAPCOG office.

Section 3. Cooperative Purchasing

3.1. County may request CAECD to purchase on County's behalf, but no more often than quarterly, the 9-1-1 database equipment CAECD has authorized County to purchase. County agrees to request the purchase in accordance with CAECD's *9-1-1 Policies and Procedures Manual*, as amended.

3.2. If CAECD purchases 9-1-1 database equipment for County, County agrees that CAECD may deduct the cost of the 9-1-1 database equipment purchased from the contract price otherwise payable to County under Section 5.

Section 4. Effective Date and Term of Contract

4.1. This contract takes effect on October 1, 2018 and shall continue for a period of two years, unless terminated early under Section 11. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

Section 5. Contract Price and Payment Terms

5.1. CAECD agrees to compensate County in the total amount of not to exceed $309,890 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the City for the duties performed hereunder.

5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," Chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).

5.3. CAECD agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.

5.4. If County has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 7, County agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies County of the repayment amount due and the reason repayment is required.

A. If County does not refund the payment when required, CAECD may refuse to purchase 9-1-1 database equipment on County's behalf and may withhold all or part of the unpaid payment

from County's future entitlement to payment under this or future Interlocal contracts between the parties for Next Generation 9-1-1 database and GIS services.

B. Before the 60-day payment period expires, County may appeal in writing to CAECD its determination that County refund the payment, explaining why it believes the determination is incorrect, or County may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on County's appeal or proposal or both is final.

C. The parties understand and agree that the appeal authorized by Section 5.4.B is the only mechanism for challenging CAECD's determination under Section 5.4 that County refund the payment. The early termination provisions of Section 11 and the dispute resolution process of Section 12 are not available to challenge CAECD's determination.

Section 6. Performance Reports

6.1. CAECD agrees each quarter to distribute electronically a performance report to the County Database Coordinator.

6.2. County agrees to address errors identified in the performance reports.

Section 7. Compliance with Applicable Law and Policy

7.1. County agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures.*

Section 8. Independent Contractor, Assignment and Subcontracting

8.1. County is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 8.2 is void.

8.3. If CAECD consents to County's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

Section 9. Records and Monitoring

9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.

9.2. Subject to the additional requirement of Section 9.3, County agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. Upon advance and reasonable notice to the County, CAECD is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

9.5. CAECD at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 7. CAECD will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

9.6. CAECD agrees to notify County at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, County agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

Section 10. Nondiscrimination and Equal Opportunity

10.1. County shall not exclude anyone or entity from participating in County’s duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 11. Early Termination of Contract

11.1. Except as provided in Section 5.4, if CAECD or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of Section 12.

11.2. If this contract is terminated under Section 11, CAECD and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor County is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination.

11.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.4. The termination of this contract either under Section 4 or under this Section 11 does not affect County's duty:

A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 5.4 and 5.5; and

B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 9.

Section 12. Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 12.

12.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

12.6. A party’s participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a

party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.

12.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

Section 13. Notice to Parties

13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:

A. When it is delivered to the party personally;

B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 13.2 or 13.3 and signed for on behalf of the party; or

C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 13.2 or 13.3.

13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.

13.3. County's address is _____, Attention: _____.

13.4. A party may change its address by providing notice of the change in accordance with Section 13.1.

Section 14. Miscellaneous

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;

B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.

14.2. This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

14.3. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are

automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

14.4. The following Attachments are part of this contract:

A. CAECD Quarterly GIS/Database Manager Financial Report
B. *CAPCOG NG9-1-1 Transitional GIS Data Requirements*

14.5. This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

14.6. This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS	CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
By _____	By _____
Name_____	Betty Voights
Title_____	Executive Director
Date_____	Date_____

Date of governing body approval: _____

Attachment A

FY 2019 QUARTERLY GIS/DATABASE MANAGER FINANCIAL REPORT

Capital Area Emergency Communications District
Attn: B.T. Saucedo
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744

Name of County	Approved Budget	Period Covered by this Report	
Reporting Categories	**Expenditures This Period**	**Prior Period Expense to Date**	**Total Expenditures to Date**
5111 Salaries - Full Time			
5411 Office Supplies			
5415 Other Supplies			
5511 Postage & Delivery			
5521 Telecommunications			
5531 Office Space			
5532 Utilities			
5541 Equipment Maintenance			
5550 Sign Replacement			
5712 Mileage/Travel			
5732 Addressing Training			
Total	$0.00	$0.00	$0.00

Certification:	**Date:**
I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the Capital Area Emergency Communications District terms and provisions of the Interlocal Contract providing this reimbursement. Signed:	**Print Name:**

Attachment B

CAPCOG NG9-1-1 Transitional GIS Data Requirements

Version 2.0 (2017)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **M**andatory and **C**onditional must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9

- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID *CAPCOG will populate*
RCL_UNIQID	M	TEXT	100	ID for each road segment - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. ”WARD 5 FRIENDSHIP DISTRICT”
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. “WARD 5 FRIENDSHIP DISTRICT”
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. “00088” for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	**B, FT, TF** for **B**oth, **F**ROM node to **T**O node, **T**O node to **F**ROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes ('Street Type' Designation)

IH – Interstate
US – US highways
SH – State highways
FM – Farm to Market, Ranch Road, Ranch to Market
LS – City Street, County Road, Park Road, Recreational, Frontage Road
AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp
DW - Driveways

2.3 Road Class Types
Primary
Secondary
Local (City, Neighborhood, or Rural Road)
Ramp
Service (usually along a limited access highway)
Vehicular Trail (4WD, snowmobiles)
Walkway (Pedestrian Trail, Boardwalk)
Alley
Private (service vehicles, logging, oil fields, ranches, etc.)
Parking Lot
Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID *CAPCOG will populate*
SITEUNQID	M	TEXT	100	Unique ID for each address site - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate*
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

Commissioners Court - Regular Session **56.**

Meeting Date: 09/18/2018

Release for Martin Damage

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the settlement and release of claims between Williamson County and Sandy Martin relating to the settlement of damages to Sandy Martin's vehicle alleged to have been caused by Wiliamson County elections equipment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sandy Martin Release and Settlement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Hal Hawes		Started On: 09/11/2018 03:56 PM
Final Approval Date: 09/13/2018		

RELEASE OF CLAIM(S)

SANDY MARTIN (hereafter "Claimant") hereby agrees to the Release of Claim(s) as follows regarding Claimant's claim against Williamson County for damages and/or costs and expenses:

1. Upon Claimant's execution of this Release, Williamson County has caused to be paid and Claimant acknowledges payment of the amount of **$1,448.62** (the "Payment") in settlement of all claims and amounts claimed by or owing to Claimant for the damages and/or costs and expenses or other amounts claimed by Claimant as a result of or arising from the incident occurring on or about **March 2, 2018** involving damage to Claimant's vehicle when a piece of elections equipment (a blue workstation) on wheels hit the vehicle during election operations.

2. Claimant accepts the Payment in full satisfaction of all claims and amounts claimed by or owing to Claimant for the claimed damages and/or costs and expenses and all other losses or personal injury arising from the Incident.

3. For the above referenced consideration received, Claimant hereby releases and forever discharges Williamson County, its legal representatives, officers, employees, agents, attorneys, affiliates, successors, and assigns from all liability for any and all claims, actions, demands, liens or any other claims by way of attorneys fees, expenses, penalties, fines, interest, or any other damages or injury claims which have accrued to Claimant arising out of or in connection with any matters between the parties hereto of any kind of nature whether known or unknown, relating to the Incident. This release becomes operative upon Williamson County's payment of the above-referenced Payment.

Claimant: **SANDY MARTIN**

Signature: Sandy Martin

Address: 2500 Claudia Dr

Leander, Tx 78641

Date signed: 8-8-2018

RECEIVED

AUG 20 2018

WILCO ELECTIONS

A Martin
2500 Claudia Dr
Leander, TX 78641

AUSTIN
TX 787
17 AUG '18
PM 4 L

FOREVER
A63280601175328

Jennifer Tarrant
Wilco Elections Dept
301 SE Inner Loop # 104
Georgetown, TX
78626

RECEIVED
AUG 20 2018
WILCO ELECTIONS

78626-820729

Commissioners Court - Regular Session **57.**

Meeting Date: 09/18/2018

FY19 Motorola Maintenance Service Contracts Renewal

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Fiscal Year 2019 Motorola Maintenance Services Contracts USC000004258; USC000026317; USC000002959; USC000020867 as per HGAC contract #RA05-18.

Background

Service Contract USC000004258 SA (Service Agreement) Asset Management CS360; Service Contract USC000026317 SA Towers & Infrastructure; USC000002959 SA DAS Response and Repair/services for the following buildings: ESOC; Juvenile Justice Center; WCSO Jail & Administration; WC Justice Center; WC EMS Training; WC Wireless Communications; WC SOTC; WC Annex GTWN. USC000020867 SA ESOC Dispatch/RMC3. HGAC attached for reference reading.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC Addendum
FY19 Asset Management
FY19 DAS Service Maintenance
FY19 Tower/Infrastructure Service Agreement
FY19 ESOC-Dispatch & RMC3 Service Agreement
HGAC RA05-18

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/12/2018 02:24 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Catherine Roberts		Started On: 09/12/2018 10:50 AM
Final Approval Date: 09/13/2018		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES CONTRACTS "Contract Numbers: USC000020867; USC000002959; USC000026317; USC000004258" (Supplement to H-GAC Contract #RA05-18)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance with All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the _____ day Of _____, 2018.

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000004258
Contract Modifier:

Date: 16-AUG-2018

Company Name: Williamson County
Attn.:
Billing Address: 3171 SE Inner Loop
City, State, Zip Code: Georgetown, TX 78626
Customer Contact: Catherine Roberts
Phone:

P.O.#:
Customer #:
Bill to Tag#: 0001
Contract Start Date: 01-OCT-2018
Contract End Date: 30-SEP-2019
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0105A	***** Recurring Services ***** SP-ASSET MGMT CS-RECURRING SN0000027	$2,306.36	$27,676.32
		Sub Total	$2,306.36	$27,676.32
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Taxes	$0.00	$0.00
		Grand Total	$2,306.36	$27,676.32
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS		

Subcontractor(s)	City	State
Mcm Technology LLC	Birmingham	AL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

Neil Russell CSM 9/5/18

MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

Reid Russek	832-361-1002
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name	:	Williamson County
Contract Number	:	USC000004258
Contract Modifier	:	
Contract Start Date	:	01-OCT-2018
Contract End Date	:	30-SEP-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS RRR 9/5/18

12.1. This Agreement supersedes all prior ~~and concurrent~~ agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

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:
2018-395832

Date Filed:
08/23/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

USC000004258
WC RCS CSP Asset Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Richard Reid Russek, and my date of birth is 3/27/93.

My address is 1480 Cabela's Drive (street), Buda (city), TX (state), 78610 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 23 day of Aug (month), 2018 (year).

Reid Russek
Signature of authorized agent of contracting business entity
(Declarant)

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

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2018-395832

Date Filed:
08/23/2018

Date Acknowledged:
09/05/2018

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Motorola Solutions
Austin, TX United States

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Williamson County

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4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000002959
Contract Modifier:

Date: 24-APR-2018

Company Name: Williamson County
Attn.:
Billing Address: 3171 SE Inner Loop
City, State, Zip Code: Georgetown, TX 78626
Customer Contact: Catherine Roberts
Phone: 512-943-3575

P.O.#:
Customer #: 1035809592
Bill to Tag#: 0001
Contract Start Date: 01-OCT-2018
Contract End Date: 30-SEP-2019
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services for DAS Projects *****		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$33.33	$400.04
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$223.12	$2,677.44
		Sub Total	$256.46	$3,077.48
		Taxes	$0.00	$0.00
		Grand Total	$256.45	$3,077.48

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

CUSTOMER (PRINT NAME)

Reid Russek | CSM | 8/27/18

MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE

Reid Russek | 832-361-1002

MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE

Company Name : Williamson County
Contract Number : USC000002959
Contract Modifier :
Contract Start Date : 01-OCT-2018
Contract End Date : 30-SEP-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

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Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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Revised Oct 15, 2015

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:
2018-395827

Date Filed:
08/23/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

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.
USC000002959
WC Wireless Communications DAS Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Richard Reid Russek, and my date of birth is 3/27/93.

My address is 1480 Cabela's Drive (street), Buda (city), TX (state), 78610 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 23 day of Aug (month), 2018 (year).

Reid Russek
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

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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.

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08/23/2018

Date Acknowledged:
09/05/2018

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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.

USC000002959
WC Wireless Communications DAS Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000026317
Contract Modifier:

Date: 24-APR-2018

Company Name: Williamson County
Attn.:
Billing Address: 3171 Inner Loop
City, State, Zip Code: Georgetown, TX 78626
Customer Contact: Catherine Roberts
Phone: (512) 943 3575

P.O.#:
Customer #: 1035809592
Bill to Tag#: 0001
Contract Start Date: 01-OCT-2018
Contract End Date: 30-SEP-2019
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S00518A	ASTRO ADV+	$40,434.63	$485,215.55
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	$0.00	$0.00
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$87.50	$1,050.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$33.34	$400.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$183.34	$2,200.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	$0.00	$0.00
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$183.34	$2,200.00
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	$9,215.81	$110,589.72
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	$2,920.00	$35,040.01
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$250.00	$3,000.00
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	$6,112.70	$73,352.40
		Sub Total	$59,420.64	$713,047.68
		Taxes	$0.00	$0.00
		Grand Total	$59,420.64	$713,047.68

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

Frank R Montdeen | TSD | 8/27/18

MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE

Reid Russek | 832-361-1002

MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE

Company Name	:	Williamson County
Contract Number	:	USC000026317
Contract Modifier	:	
Contract Start Date	:	01-OCT-2018
Contract End Date	:	30-SEP-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS RRR 9/5/18

12.1. This Agreement supersedes all prior ~~and concurrent~~ agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

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:
2018-395829

Date Filed:
08/23/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

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.
USC000026317
WC RCS CSP Towers/Infrastructure

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Reid Russek, and my date of birth is 3/27/93.

My address is 1480 Cabela's Drive (street), Buda (city), TX (state), 78610 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 23 day of Aug (month), 20 18 (year).

Reid Russek
Signature of authorized agent of contracting business entity
(Declarant)

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:
2018-395829

Date Filed:
08/23/2018

Date Acknowledged:
09/05/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

USC000026317
WC RCS CSP Towers/Infrastructure

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000020867
Contract Modifier:

Date: 03-APR-2018

Company Name: Williamson County
Attn.: Wireless Communications
Billing Address: 911 Tracy Chambers Ln
City, State, Zip Code: Georgetown, TX 78626
Customer Contact: Catherine Roberts
Phone: 512-943-3575

P.O.#:
Customer #: 1035809592
Bill to Tag#: 0042
Contract Start Date: 01-OCT-2018
Contract End Date: 30-SEP-2019
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC02SVC0127A	NICE GOLD PACKAGE	$5,727.88	$68,734.56
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$1,923.95	$23,087.40
	SVC01SVC1104C	ASTRO TECH SUPPORT	$71.66	$859.92
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$66.57	$798.84
	SVC01SVC1410C	ONSITE INFRA RESPONSE	$4,221.64	$50,659.68
	SVC01SVC1101C	ASTRO INFRA RPR W/ADV REPL	$1,669.76	$20,037.12
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT LEVEL 1	$1,031.21	$12,374.52
	SVC01SVC1103C	ASTRO NETWORK MONITORING	$324.17	$3,890.04
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	$6,755.21	$81,062.52
		Sub Total	$21,792.05	$261,504.60
		Taxes	$0.00	$0.00
		Grand Total	$21,792.05	$261,504.60

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

NOTE: The below RMC3 Support services are covered under this agreement ;
ASTRO TECH SUPPORT
ASTRO DISPATCH SERVICE
ONSITE INFRA RESPONSE
ASTRO INFRA RPR W/ADV REPL

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
Nice Systems Inc	Paramus	NJ
City of Austin FSO	Austin	TX
Network Management Operations	Schaumburg	IL
T6 SUA UPGRADE OPERATIONS	Austin	TX
NIO SSA Team	Schaumburg	IL
Call Center Operations	Schaumburg	IL
Infrastructure Depot Operations IDO	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Reid Russek	CSM	8/27/18
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Reid Russek	832-361-1002	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Williamson County
Contract Number	:	USC000020867
Contract Modifier	:	
Contract Start Date	:	01-OCT-2018
Contract End Date	:	30-SEP-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
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2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

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4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

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4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

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5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

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5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

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Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS RRR 9/5/18

12.1. This Agreement supersedes all prior ~~and concurrent~~ agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

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:
2018-395825

Date Filed:
08/23/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

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.
USC000020867
WC Emergency Communications ESOC Dispatch/RMC3 SUAII

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Richard Reid Russek, and my date of birth is 3/27/93.

My address is 1480 Cabela's Drive (street), Buda (city), TX (state), 78610 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 23 day of Aug (month), 2018 (year).

Reid Russek
Signature of authorized agent of contracting business entity
(Declarant)

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:
2018-395825

Date Filed:
08/23/2018

Date Acknowledged:
09/05/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

USC000020867
WC Emergency Communications ESOC Dispatch/RMC3 SUAII

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

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those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

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or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis• Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

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knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifyH-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

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its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H• GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

DocuSigned by:
Signature Travis Boettcher
970050FB3ADC4F5...

Name Travis Boettcher

Title Vice President

Date 7/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/24/2018

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one*

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million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a GeneralAggregate limit of ,000,000.

Product liability insurance with a Single Occurrence limit of at least ,000,000.00, and a

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General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

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Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any desctiption or add items)	Offered Price
NA	***Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.***	
	Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
NB	***Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.***	
NC	**Mobile Command Interoperable Communication Equipment & Services**	
ND	**Motorola Solutions Integration Services LMR**	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	$ 1,818.00
ND	System Engineering Daily Rate*	$ 1,818.00
ND	System Technologist Daily Rate*	$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	$ 150.00
ND	Standard Shop Installation: Daily Rate*	$ 1,200.00
ND	Mobile Radio Installation*	$180-$500
ND	Radio Programming*	$55-$125
ND	Data Installation*	$180-$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	**Motorola Solutions Integration Services Advanced Services**	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consolting Services-Daily Rate*	$1,694
ND	Security Project/Program Management-Daily Rate*	$1,694
ND	Wireless Security Technician-Daily Rate*	$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	$1,580

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ND	Secutriy Trainer-Daily Rate*	$1,328
ND	Application Security Code Reviewer-Daily Rate*	$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,580
ND	Mobile Application Services Project Management-Daily Rate*	$565
ND	Mobile Application Services System Engineer-Daily Rate*	$565
ND	Mobile Application Services Solution Architech-Daily Rate*	$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
ND	Unified Communications Services Project Management-Daily Rate*	$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,694
ND	Consulting Services Project Management-Daily Rate*	$1,694
ND	Consulting Services System Engineer-Daily Rate*	$1,694
ND	Consulting Services Solution Architech-Daily Rate*	$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
ND	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033

APC DISCOUNTS PER ECAT/MOL PRICEBOOK

020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

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789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

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708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

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051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

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761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

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458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

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769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List

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Commissioners Court - Regular Session **58.**

Meeting Date: 09/18/2018

MOU Williamson County and the City of Leander

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Memorandum of Understanding between the City of Leander and Williamson County for a temporary gate solution.

Background

This project was brought upon by two master planned communities Crystal Falls Home Owners Association (affected lots of Grand Mesa) & Travisso LTD. These two subdivisions in 2014 drafted a MOU with regards to a joint gate maintenance agreement. The gate which was constructed by Travisso, and was constructed without gate keypad or auto-open functionality. The gate was intended for Emergency Services vehicles to be allowed via secure manual actuations. Once the gate was completed ownership was intended to be transferred to Home Owners Association.

Between 2014 and 2017 there has been an ongoing legal action between the City of Leander and the Crystal Falls Home Owners Association with regards to access for all Public Safety vehicles. It is the County's understanding that neither the Association or its members would concede to standard access's methods that traditionally allows Emergency Services to gain access to or through the gated communities. With this said a temporary solution has been reached between the City of Leander and the Association. The project proposed utilizes a Public Safety radio and the call alert feature accessible via the Leander PD dispatch console to allow for paging tones to be sent to control gate opening and closure. RCS and Leander met with regards to this solution and the City of Leander and Williamson County RCS both agreed that a MOU clarifying that this solution is temporary until a better solution can be delivered and agreed upon by all parties would be the best course of action.

Leander is very much aware of the County's concerns with setting this type of precedence. The systems themselves do have talk group limitations and we have been quite conservative when creating additional ones for existing agencies, while we harbor and save our reserve ones for new customers coming onto the system like the ISDs and Hospitals. Offering Public safety talk-groups to open and close private communities seems a bit of an overkill. If every gated community places themselves in this same position of deserving a private level of entry for public safety, this could be very problematic. At the time of negotiations a CAD report was pulled county wide to determine the number of gated communities within our boundaries, this report went well into the hundreds. The City of Leander will be required to provide a yearly status as to the solution alternatives made available as technology allots for a change from the current designed radio solution platform.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU Williamson County & City of Leander

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Catherine Roberts		Started On: 09/12/2018 12:16 PM
Final Approval Date: 09/13/2018		

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LEANDER
And
WILLIAMSON
COUNTY

This Memorandum Of Understanding (herein after referred to as "MOU") is made and entered into by and between the **City of Leander** (hereinafter "City"), acting herein by and through its governing body, and **Williamson County** (hereinafter "County"), a political subdivision of the State of Texas, also acting herein by and through its governing body, both government entities located in Texas. Williamson County also is a representative for the Williamson County Radio Communications System (hereinafter "WC RCS") and is authorized to act on this divisions behalf with regards to decisions involving the County Radio Communications System.

WHEREAS:

1. The City has need to use a radio solution, supporting the call alert feature enhancements controlled by a dispatch console in correlation with a radio subscribing unit, in order to support emergency response in a gated community;
2. The County is authorized by the WC RCS to govern the radio system and it's uses thereof;
3. Both the City and County agree that the precedent use of a radio solution for opening this specific gate for a private community, is the only agreeable solution amongst all parties involved at this time for this isolated situation.
4. Both the City and County also agree that this solution shall be labeled a temporary solution until a more suitable technology is made available in order to support this gate function in the future.
5. Both the City and the County recognize the benefit of timely response to those requesting emergency response services and desires to facilitate this response when possible without impacts to the radio system.
6. The City does understand and has been made aware of the potential risks of loss of service with the radio device in the event the WC RCS is not functioning to its potential capacity. Including but not limited to complete loss of communications with the radio solution, hence restricting its ability to function properly and initiate the gate contact closure for opening.

1. CONDITIONS

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1.1 City of Leander shall purchase, install, and maintain, the hardware for this project.

1.2 City of Leander shall provide a yearly status as to the solution alternatives made available as technology allots for a change from the current designed radio solution platform. Delivered on the execution, yearly anniversary of this MOU.

1.3 Williamson County will program the radio and allow it access on the radio system.

2. TERMINATION

2.1 Terms of this MOU are governed by the laws of the state of Texas. This is the entire MOU and there is no other MOU.

2.2 This MOU may be terminated by either party upon thirty (30) days' notice for cause.

2.3 This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

3. NOTICES

3.1 Any notices to be given under this MOU shall be considered delivered (i) upon personal service upon the person designated in this MOU for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Catherine Roberts (or successor)

Title: Director of Wireless Communications/ RCS Program Manager

Address: Williamson County
3171 S.E. Inner Loop
Georgetown, TX 78626

Phone: (512) 943-3575

Email: caroberts@wilco.org

If to City of Leander:

Name: Bill Gardner (or successor)

Title: City of Leander Fire Chief

Address: City of Leander

P.O. Box 319 Leander, TX 78646

Phone: (512) 528-1664

Email: bgardner@leandertx.gov

3.2 The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this MOU:

City of Leander
Bill Gardner, Chief (or Successor)
101 East Sonny Drive
Leander,. TX 78641

8-29-18
Date

Williamson County Judge
Dan A. Gattis (or Successor)
710 Main Street, Suite 101

Date

Commissioners Court - Regular Session **59.**

Meeting Date: 09/18/2018

proposed budget order

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budgetorder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Rebecca Clemons		Started On: 09/12/2018 08:41 AM
Final Approval Date: 09/13/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2018/2019 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2018/2019;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	122,506.80 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	123,762.89 per year
h)	County Clerk	101,477.33 per year
i)	County Tax Assessor/Collector	105,525.49 per year
j)	District Clerk	101,477.33 per year
k)	County Treasurer	97,634.95 per year
l)	Each County Commissioner	99,754.89 per year
m)	Each Justice of the Peace	88,804.23 per year
n)	Each Constable	84,002.46 per year

2. The number of employee positions established and authorized for each official and/or department, ~~and t~~the maximum allowable salary for each position, and the job titles are ~~is~~ reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day	Monday	November 12,2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday Wednesday	December 24, 2018 December 25, 2018 December 26, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Holiday	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices[RC1][RC2]. [NZ3][JK4]

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 10~~1~~ positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 12~~4~~ positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for ongoing maintenance of certifications by the Texas Board of Legal Specialization. Funding amount is $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund. The following department/office is authorized to receive supplemental pay for the maximum number of positions listed:

District Attorney – Maximum of 5 positions

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work

outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

C. Commissioners' Court has final authority as to what qualifies as a catastrophic or qualifying event.

POLICY

1. **Non-exempt compensation**

   Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked.

   Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt compensation**

   At the Commissioners' Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (forty (40) hours) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly, per diem, or stipend for their efforts.

PROCEDURE

1. When a catastrophic event occurs, the Department Director or Elected Official will provide a list to Payroll of staff who will be designated to work during the event. If known, the duration of the event and projected hours for the identified employees, will be provided to Payroll with the list.

2. All employees and/or team leads will promptly and accurately record actual work hours using Crisis Track along with an ICS 214. All non-exempt employees must also record hours worked in Kronos.

3. Directors and Elected Officials or their designee, will notify Payroll in advance if (a) an employee is no longer designated to work an ongoing event, or (b) the employee will be working more hours or a longer duration then first reported, and provide an updated report.

4. Directors and Elected Officials or their designee will promptly notify Payroll when the catastrophic event ends.

~~I~~V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of

Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office[RC5]. [JK6]

~~3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.~~

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County

will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of County employee events
b) Flowers for the death of an employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
   (Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

VI. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*
   - Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
     - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
     - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made

and the purchase must be exempted during the next possible Commissioners Court meeting

- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.

   - Cardholder is responsible to verify budget funds are available before the purchase is made.
   - *Purchases $5,000 or greater require approval of the County Judge.*
   - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. [NZ7] All statements and documentation should be submitted electronically for payment.[JK8]:
   - ~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. .~~
   - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

43. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

    a. Policies, Procedures and Manuals
    b. Training Materials
    c. Forms
    d. Guides and other tools to assist in the purchasing process

54. Any questions related to compliance with intent ~~conformance~~ of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

    http://www.wilco.org/CountyDepartments/Purchasing

VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the

employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.

b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.

c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. .

d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday~~Thursday~~ to the following Thursday~~Wednesday~~ approximately 12~~3~~-20 days after the invoice is received in our department.

e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.

f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.

g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual

i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

l) All authorizations and account coding should be made on the invoice.

m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12~~3~~-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. .

pq Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VIII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

   The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

   a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
   b) One Chief and three Commanders in the Corrections Division of the Sheriff's Office
   c) Each Constable and Deputy Constables
   d) Investigators in the District Attorney and County Attorneys offices
   e) Two on call maintenance employees designated by the Maintenance Division Director
   f) The EMS Director~~,~~ ~~EMS Deputy Director~~, Division Commanders, and Operation Commander(s) approved by EMS Director
   g) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call.
   h) The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
   i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
   j) The MOT Director and all on call MOT counselors
   k) The Director of Emergency Management and the Deputy Director of Emergency Management
   l) The Wireless Communications Director and the Wireless Communications Tower Technician

~~***The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.***~~
The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.
[NZ9]

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Additional SO requests to be permitted take home vehicles outside of the County
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn
R. Doyer

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. ~~Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office~~. The Auditor's Office~~Purchasing Agent~~ is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

~~VIIIIX~~. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2018/2019 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ~~5~~ for, and 0 against on the 2018.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____	_____
Dan A. Gattis, County Judge	Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below. (Inserted note: Since a large number of law enforcement has cell phones, should this wording be changed?) Suggested change: Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a stipend policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.
- For Non-Airport Parking – Valet service is not an option unless safety is a concern. ~~Sales tax on hotel parking~~
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties

- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Commissioners Court - Regular Session **60.**

Meeting Date: 09/18/2018

Juvenile Justice Center HVAC Replacement

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between MTech Comfort Systems USA and Williamson County for HVA replacement at the Juvenile Justice Center in the not-to-exceed amount of $34,760.00 pursuant to TIPS contract # 180205, and authorizing the execution of the agreement.

Background

The A/C Unit that serves the JJC Courtroom has a Freon leak that has been temporarily patched but is in need of replacement due to the lack of a permanent repair solution for the unit. This unit also uses R-22 refrigerant which is becoming obsolete and due to this fact alone should be replaced as soon as possible. The Department Contact is Toby Bonnet. Funding source is 01.0100.1045.004510 as approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/13/2018 09:46 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 09:54 AM
Form Started By: Melissa Gurka		Started On: 09/06/2018 08:41 AM
Final Approval Date: 09/13/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Juvenile AAON Units)
(TIPS #180205)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation(s), dated August 23, 2018, which is incorporated herein as if copied in full;

B. TIPS #180205 and related addenda and exhibits; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated August 23, 2018, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $34,760.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The

County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS,

OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated August 23, 2018, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

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

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:

Date: August 31, 2018

Exhibit "A"
Price Quote Dated August 23, 2018
(Incorporated herein as if copied in full)

1720 Royston Lane
Round Rock, TX 78664
Phone: (512) 929-7090
Fax: (512) 929-7197
TACLA20760C / M 16472 / TECL 29725
ITBs to: mtech-itb@csusa.us

QUOTE TO: **WilCo Facilities** **DATE:** **August 23, 2018**
FOR THE PROJECT: **WilCo Juvenile AAON Unit**
ATTENTION: **Toby Bonnet**
EMAIL: tbonnet@wilco.org

WILCO JUVENILE AAON UNITS – HVAC QUOTE – R1

TIPS-180205

We offer the following proposal for your consideration for the HVAC scope of work on the above referenced project. Subject to the following scope narrative, exclusions & clarifications.

HVAC PRICING: **$ 34,760.00 + tax**

INCLUDED IN HVAC PRICE:

1. Disconnect and remove (1) rooftop units from premises
2. Provide and install (1) new 5-ton AAON unit
    a. Replacement unit is not exact march for existing unit. Customer requests new unit to be AAON RQ style unit per attached submittal.
3. Terminal units for mounting of field DDC controllers
4. Provide and install (1) new bi-polar ion unit
5. Equipment hoisting
6. Modify existing and provide new natural gas piping as required
7. Modify existing and provide new condensate piping as required
8. Curb adapters as required for scheduled equipment
9. Filters
10. Factory start-up
11. Test & balance
12. One-year standard warranty on parts and labor
13. 5-Year compressor warranty & 25-Year stainless steel heat exchanger warranty

NOT INCLUDED IN PRICE:

1. Permits
2. Controls. AAON units will come with space for new DDC controller by others
3. Electrical
4. Roofing work
5. Equipment service or maintenance, except for warranty purposes
6. Smoke detectors
7. Fire dampers or fire/smoke dampers (none shown)
8. Delays beyond Mtech's control
9. Structural engineering or structural supports / angle iron framing / structural steel
10. Allowances / alternates not specifically noted above

11. Engineering work of any kind
12. 3rd Party testing of any kind not specifically noted above
13. Duct cleaning
14. Taxes

Bart Hoover
Chief Estimator
512-908-1069
bart.hoover@csusa.us

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

1. *APPROVAL OF CONTRACTOR'S CREDIT BY MECHANICAL TECHNICAL SERVICES, L.P. AND/OR RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS.*
2. *THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT.*

NOTE: We may withdraw quote if not accepted within 30 days.

Unit Rating

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.271 (SN: 6844464-)

1A	1B	1C	1D	2	3	4	5A	5B	5C	6A	6B	6C	7	8	9	10	11	12	13	14A	14B	15	16	17	18	19	20	21	22	23
R	Q	-	0	0	5	-	3	-	V	-	G	A	0	2	-	3	1	2	:	A	0	0	0	-	E	0	D	-	Q	J	D	-	B	0	0	-	0	D	K	A	H	B	5	-	0	0	-	0	0	0	0	0	0	0	B

Tag: 5 TON

Job Information

Job Name:	*WILLIAMSON COUNTY JUVENILE RTU*
Job Number:	*Job #7292154*
Site Altitude:	*0 ft*
Refrigerant	*R-410A*

Unit Information

Approx. Op./Ship Weights:	*973 / 973 lbs. (±5%)*
Supply CFM/ESP:	*1750 / 0.75 in. wg.*
Final Filter FV / Qty:	*315.00 fpm / 2*
Outside CFM:	*250*
Ambient Temperature:	*105 ºF DB / 75 ºF WB*
Return Temperature:	*75 ºF DB / 62 ºF WB*

Static Pressure

External:	*0.75 in. wg.*	Economizer:	*0.11 in. wg.*
Evaporator:	*0.27 in. wg.*	Heating:	*0.25 in. wg.*
Filters Clean:	*0.12 in. wg.*	Cabinet:	*0.07 in. wg.*
Dirt Allowance	*0.35 in. wg.*	Total:	*1.97 in. wg.*

Cooling Section

	Gross	Net
Total Capacity:	*53.70*	*50.50 MBH*
Sensible Capacity:	*46.85*	*43.64 MBH*
Latent Capacity:	*6.85 MBH*	
Mixed Air Temp:	*79.29 ºF DB*	*64.09 ºF WB*
Entering Air Temp:	*79.29 ºF DB*	*64.09 ºF WB*
Lv Air Temp (Coil):	*54.05 ºF DB*	*53.35 ºF WB*
Lv Air Temp (Unit)	*55.73 ºF DB*	*54.05 ºF WB*
Supply Air Fan:	*1 x RQ185-VFD @ 1.03 BHP*	
SA Fan RPM / Width:	*1532 / 3.000"*	
Evaporator Coil:	*5.3 ft² / 4 Rows / 14 FPI*	
Evaporator Face Velocity:	*333.3 fpm*	

Heating Section

PreHeat Type:	*Std (No Preheat)*
Heating Type:	*Nat. Gas Heat*
Heating CFM:	*1750*
Total Capacity:	*48.6 MBH*
OA Temp:	*10.0 DB / 9.0ºF WB*
RA Temp:	*75.0 ºF DB / 62.0 ºF WB*
Entering Air Temp:	*65.7 ºF DB / 56.8 ºF WB*
Leaving Air Temp:	*91.4 ºF DB / 65.9 ºF WB*
Input:	*60.0 MBH*
Heater Qty (Hi/Low):	*1*
Consumption:	*60.0 MBH*
Operation:	*N/A*
Total Turndown Ratio:	*1.4:1*

Re-Heat Coil:

Capacity:	*30 MBH*
LA DB / WB:	*70.00 ºF / 59.59 ºF*
RH:	*54%*

Rating Information

Cooling Capacity (MBH):	*57.0*
Cooling SEER:	*16.75*
Cooling EER:	*13.3*

Rated in accordance with AHRI 210/240

Application EER @ Op. Conditions: *9.3*

Electrical Data

Rating:	*460/3/60*	Minimum Circuit Amp:	*14*
Unit FLA:	*12*	Maximum Overcurrent:	*20*

	Qty	HP	VAC	Phase	RPM	FLA	RLA
Compressor 1:	1		460	3			7.6
Condenser Fans:	1	0.333	230	1	1110	2.8	
Supply Fan:	1	2.00	460	3	1760	3.4	
Combustion:	1	0.09	460	1	3000	0.7	

Cabinet Sound Power Levels*

Octave Bands:	63	125	250	500	1000	2000	4000	8000
Discharge LW(dB):	83	82	83	78	71	69	66	61
Return LW(dB):	79	77	74	65	63	61	55	48

**Sound power levels are given for informational purposes only. The sound levels are not guaranteed.*

18.5" STAR Plenum

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.271 (SN: 6844464-)

JOB INFORMATION:

Job Name:	*WILLIAMSON COUNTY*
Job Tag:	*JUVENILE RTU*
Rep Firm:	*5 TON*
Date:	
	08/15/2018
	08/15/2018

WHEEL SPECIFICATION:

Max RPM:	*2,200*
Diameter x Qty:	
CFM:	*18.5 in. x 1*
Tip Speed:	*1750*
Inertia:	*7,420 FPM*
	7,420 FPM

OPERATING CONDITIONS:

Air Flow:	*1,750 CFM*
Static Pressure:	*1.97 in. Wg.*
Relief Dampers DP:	*0.00 in. Wg.*
TSP:	*1.97 in. Wg.*
Site Altitude:	*0.00 Ft*
TSP @ Sea Level:	*1.97 in. Wg.*

MOTOR SELECTION:

Rated HP / Bypass:	*2 / No*
Frame Size:	*48*
Nominal RPM:	*1760*
VAC/PH/HZ:	*460/3/60*
Efficiency	*Standard / 0.815*
Enclosure Type:	*ODP*
Max Inertial Load:	*27 WR²*

FAN PERFORMANCE:

RPM:	*1532*
BHP:	*1.03*
Efficiency:	*52.9%*
In/Out Velocity:	*/ FPM*
Plenum Out Velocity:	*29 FPM*

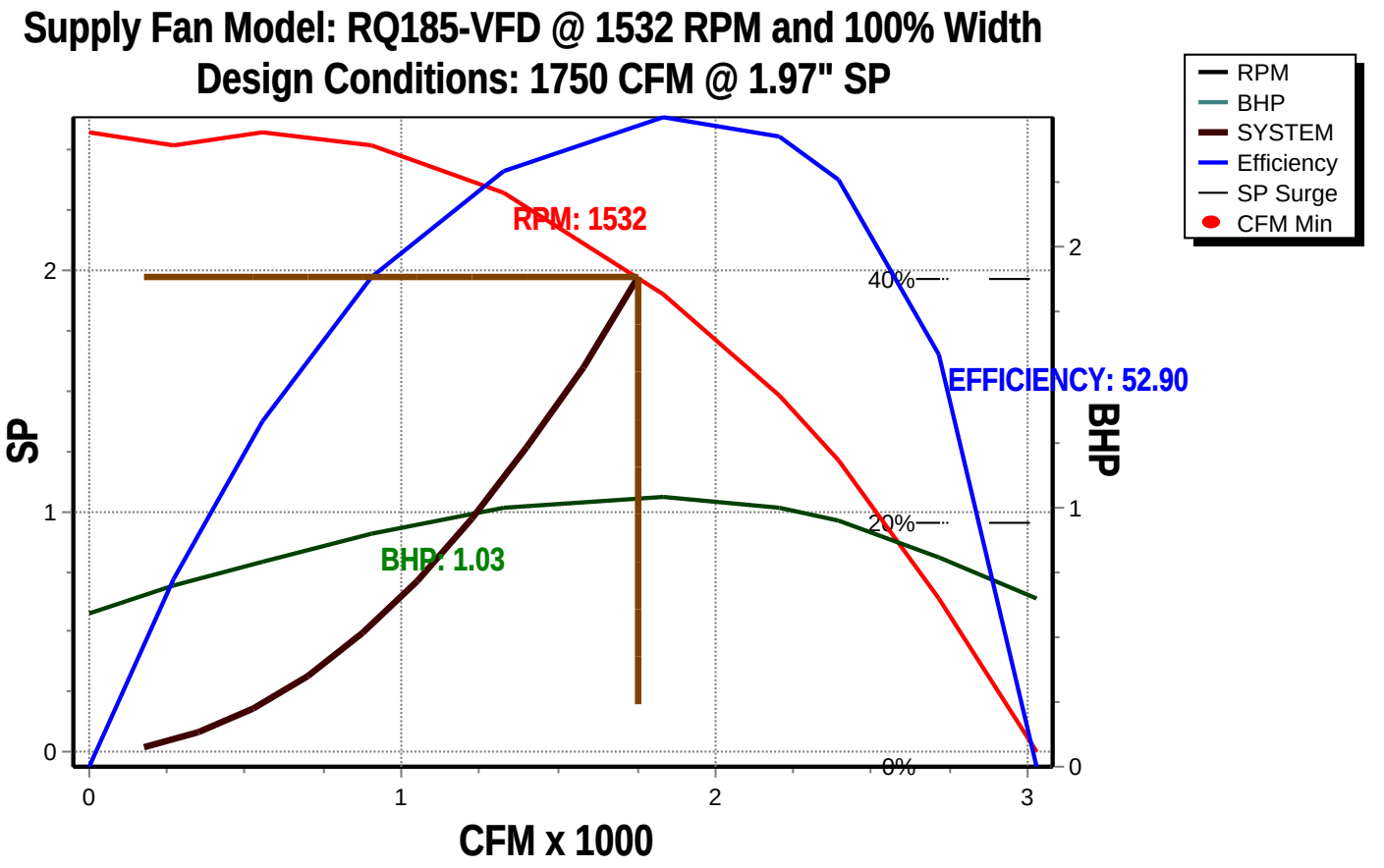
Max Duct SP with Blocked Airway: **2.6 in. Wg. @ 1532 rpm**

FAN SOUND POWER (Inlet/Outlet):

Octave Band: **(Re 10^-12 watts)**

1	2	3	4	5	6	7	8
83	*82*	*83*	*80*	*74*	*72*	*70*	*65*
83	*82*	*83*	*80*	*74*	*72*	*70*	*65*

SOUND POWER A-Weighted: 84 / 84 dB



Unit Submittal

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.271 (SN: 6844464-)

1A	1B	1C	1D	2	3	4	5A	5B	5C	6A	6B	6C	7	8	9	10	11	12	13	14A	14B	15	16	17	18	19	20	21	22	23
R	Q	0	0	5	-	3	-	V	-	G	A	0	2	-	3	1	2	:	A	0	0	0	-	E	0	D	-	Q	J	D	-	B	0	0	-	0	D	K	A	H	B	5	-	0	0	-	0	0	0	0	0	0	0	0	B

Tag: 5 TON

Job Name: *WILLIAMSON COUNTY JUVENILE RTU* **Unit Submittal For:**
Job Number: *Job #7292154* **Unit Submittal Date:** *August 15, 2018*

	Base Option	Description
R	Series	Roof Top Unit
Q	Generation	Tenth Generation
005	Unit Size	Five
3	Voltage	460V/3Ø/60Hz
V	Interior Protection	Vertical Discharge and Return
G	Refrigerant Style	R-410A Two-Step Compressor - High Efficiency
A	Unit Configuration	Air-Cooled Cond. + Std Evap. Coil
0	Coil Coating	Standard
2	Cooling/Heat Pump Staging	2 Stage
3	Heating Type	Natural Gas Stainless Steel
1	Heating Designation	Heat 1 - 60 MBtuh
2	Heating Staging	2 Stage

	Feature Option	Description
A	**1A.** RA/OA Section	Economizer
0	**1B.** RA/EA Blower Configuration	Standard - None
0	**1C.** RA/EA Blower	Standard - None
0	**1D.** RA/EA Blower Motor	Standard - None
E	**2.** OA Control	DDC Actuator
0	**3.** Heat Options	Standard
D	**4.** Maintenance Options	Remote Start/Stop Terminals - Low Voltage Terminal Block
Q	**5A.** SA Blower Configuration	1 Blower + Inverter Rated 3 Phase Motor + VFD
J	**5B.** SA Blower	19" Direct Drive Backward Curved Plenum
D	**5C.** SA Motor	2 HP 1760 rpm
B	**6A.** Pre Filter Type	Metal Mesh OA Pre Filter
0	**6B.** Unit Filter Type	2" Pleated - MERV 8
0	**6C.** Filter Options	Standard
0	**7.** Refrigeration Control	Standard - Fixed 55°F Comp. Cooling Lock Out
D	**8.** Refrigeration Options	Modulating Hot Gas Reheat
K	**9.** Refrigeration Accessories	ECM Condenser Fan - Head Pressure Control + Sight Glass
A	**10.** Power Options	Non-fused Disconnect Power Switch - 100 Amps
H	**11.** Safety Options	Remote Safety Shutdown Terminals
B	**12.** Controls	Phase & Brown Out Protection
5	**13.** Special Controls	Field Installed DDC Controls by Others + Isolation Relays
0	**14A.** Preheat Configuration	Standard - None
0	**14B.** Preheat Sizing	Standard - None
0	**15.** Glycol Percent	Water or No WSHP
0	**16.** Interior Cabinet Options	Standard - Double Wall + R-13 Foam Insulation + Stainless Steel Drain Pan
0	**17.** Exterior Cabinet Options	Standard
0	**18.** Customer Code	Standard
0	**19.** Code Options	Standard - ETL U.S.A. Listing
0	**20.** Crating	Standard
0	**21.** Water-Cooled Cond.	Standard - None
0	**22.** Control Vendors	Standard
B	**23.** Type	Standard - Includes AAON Gray Paint

Control Terminals

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.271 (SN: 6844464-)

1A 1B 1C 1D 2 3 4 5A 5B 5C 6A 6B 6C 7 8 9 10 11 12 13 14A 14B 15 16 17 18 19 20 21 22 23

RQ-005-3-V-GA02-312:A000-E0D-QJD-B00-0DKAHB5-00-00000000B

Tag: 5 TON

Job Name:	***WILLIAMSON COUNTY JUVENILE RTU***	**For:**	
Job Number:	***Job #7292154***	**Date:**	***August 15, 2018***

Terminals Available/Required for Controlling the Unit

Terminal	Description
[R]	24VAC Control Voltage
[E]	Common
[G]	Supply Fan Enable + Isolation Relay
[Y1]	Cooling Stage 1 Enable + Isolation Relay
[Y2]	Cooling Stage 2 Enable + Isolation Relay
[W1]	Heating Stage 1 Enable + Isolation Relay
[W2]	Heating Stage 2 Enable + Isolation Relay
[EC1-] & [EC2+]	Economizer Signal (2-10VDC)
[ST1] & [ST2]	Remote Start/Stop of the Unit
[S1-] & [S2+]	Supply Fan 1 - w/1 VFD: Signal (0-10VDC)
	VFD frequency reference signal control point must handle a rated 20k ohm input impedance.
[RH1]	Reheat Enable + Isolation Relay
	Must enable and modulate the digital compressors during dehumidification mode. *The control logic needs to set if cooling or dehumidification is priority.*
[AI1] & [COM]	Reheat Reset Signal (0-10VDC)
	Resets the supply air setpoint
[BI1] & [BI2]	Remote Safety Shutdown
[PBO1] & [PBO2]	Phase & Brown Out

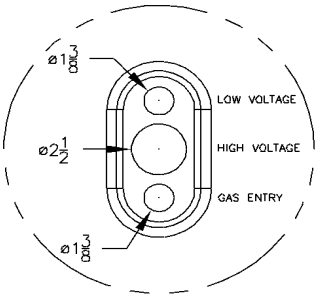
Terminations Found On VFD	
Supply Fan VFD	J1000:std 1-2HP VFD
	Upgrade 1-5HP to V1000 by SPA for run status
[AM] & [AC]	Current Feedback (0-10VDC = 0-100%)
[MA] & [MC]	Fault Status (NC, 250VAC/30VDC, 1A)

RQ CABINET
ECONOMIZER VERTICAL ~ 1–6 TON

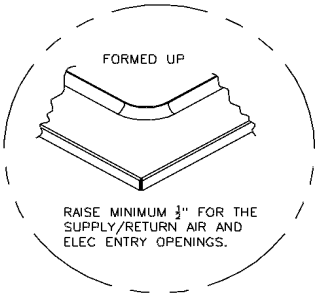
CLEARANCES

LOCATION	◦ UNIT SIZE ◦ 1 - 6 TON
OUTSIDE AIR (BACK)	36*
HXC (FRONT)	36
LEFT SIDE	24
RIGHT SIDE	48
TOP	UNOBSTRUCTED

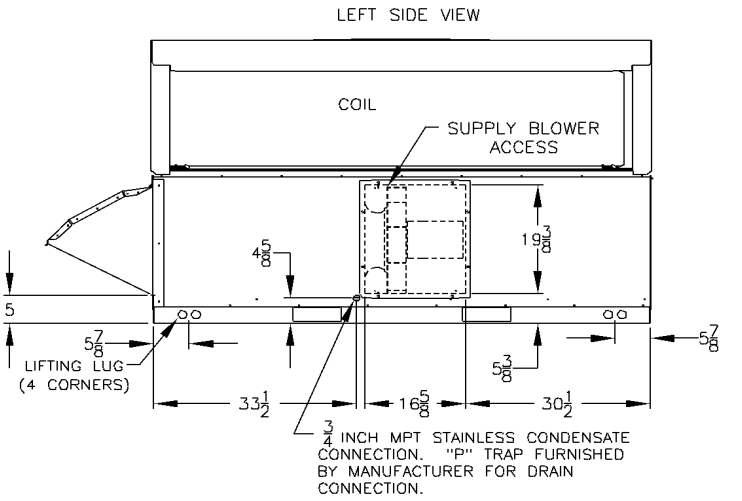
*CLEARANCE IS MEASURED FROM THE END OF THE OUTSIDE AIR RAIN HOOD

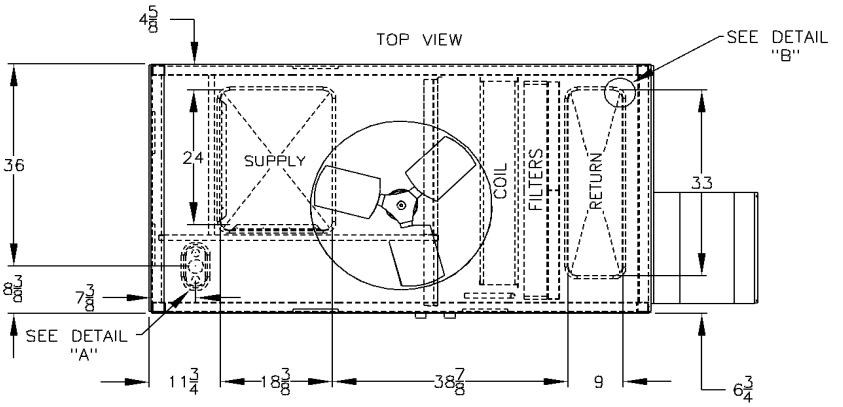


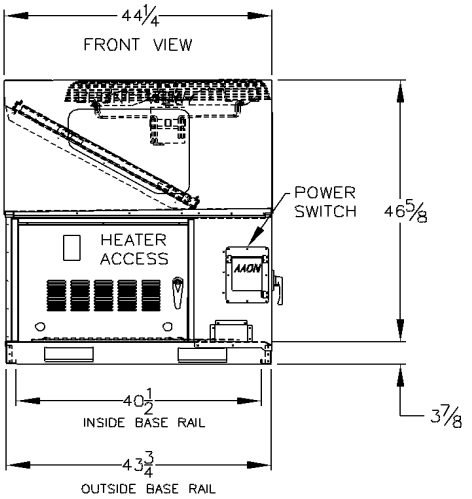
DETAIL A

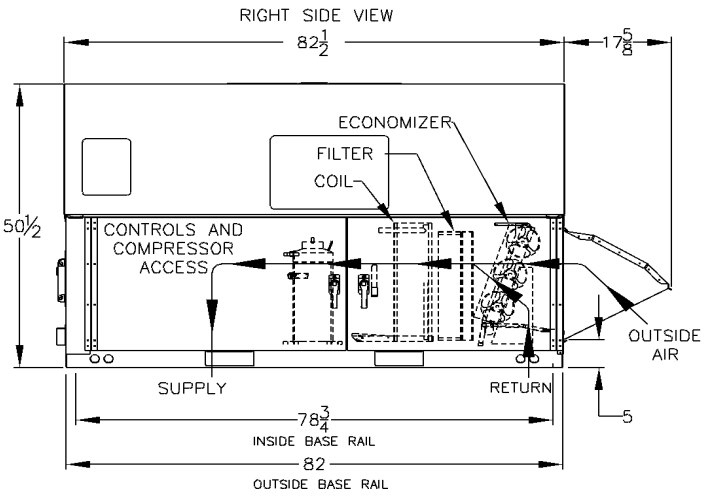


DETAIL B





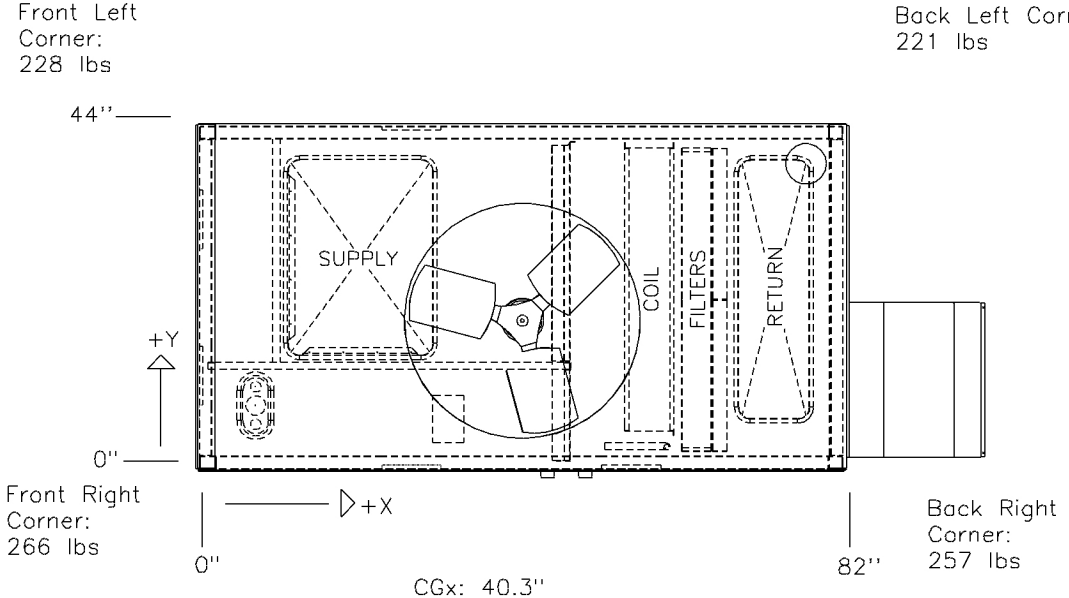




RQ–00007 REV:E 04/12/16 AAS
NOTE: ALL DIMENSIONS ARE IN INCHES

RQ CABINET
VERTICAL AIR COOLED CONDENSING UNIT

RQ-005-3-V-GA02-312:A000-E0D-QJD-B00-0DKAHB5-00-00000000B



Total Weight:
973 lbs (±5%)

Disclaimer:
This weight estimate does not account for any SPAs.

Commissioners Court - Regular Session **61.**

Meeting Date: 09/18/2018

Glass install for Juvenile

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Anchor-Ventana Glass and Williamson County Juvenile for glass installation in the amount of $10,800.00, and authorizing the execution of the agreement.

Background

Anchor Ventana has been chosen to install glass on existing counters at Juvenile. Two other quotes were obtained from the Glass & Door Co. and from Floyd's Glass (see attached) The funding source is 01.0100.0576.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Attachment 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 05:00 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Jayme Jasso		Started On: 09/11/2018 10:38 AM
Final Approval Date: 09/13/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Juvenile Justice Center Frames & Glass Project)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Anchor-Ventana Glass** (hereinafter "Service Provider"), with mailing address at 1609 Chisholm Trail #100, Round rock, TX 78681 (phone 512.645.3157). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation(s), dated August 23, 2018, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated August 23, 2018, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $10,800.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR

NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated August 23, 2018, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

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

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this 7th day of September, 2018 to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:

Richard Danek

Richard Danek, V.P. of Commercial Ops.

Date: September 7, 2018

Exhibit "A"
Price Quote Dated August 23, 2018
(Incorporated herein as if copied in full)

ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

P.O. Box 191
Round Rock, TX 78680
(o) 512 388-9400 (f) 512 388-5311

info@VentanaMan.com
www.VentanaMan.com

Proposal

182180180
Order Date: 08/06/18

Ship Date: 8/30/2018
Route: BID

Bill to: WIL9304321

WILLIAMSON COUNTY
710 SOUTH MAIN, SUITE #303

GEORGETOWN TX 78626

Ship to:

JUVENILE JUSTICE CENTER
200 WILCO WAY
GEORGETOWN 78626 M

Home Owner
WILLIAMSON COUNTY
email
RLUBECKER@WILCO.ORG
Phone (C)
815-341-6271

Contact Information: Plan: TAX EXEMPT

Dept: 3 Sales Person: DEANNA 512-238-5143 Order by: BOB LUBECKER
Fax: Cust Order No: Ord by Phone: 512-943-1625

Qty	Description	List	Disc	Amount
1	FURNISH AND INSTALL NEW ALUMINUM STOREFRONT FRAMES AND GLASS ON EXISTING COUNTERS IN THE CORE ADMINISTRATION RECEPTION, COURT PROBATION SERVICE AND ADMINSTRATION AREAS, APPROXIMATELY 1260 SQUARE FEET. FRAMES WILL BE FABRICATED FROM 1-3/4" X 4-1/2", CENTER SET, OUTSIDE GLAZED MEMBERS WITH A STANDARD CLEAR ANODIZED FINISH. THE FRAME IN THE CORE RECEPTION AREA INCLUDES A SINGLE, NARROW STILE RIGHT HAND DOOR FOR A 3' X 7' DOOR OPENING. DOOR WILL HAVE A CONTINUOUS GEAR HINGE, SURFACE MOUNTED CLOSER WITH DROP PLATE, STANDARD PUSH/PULL, THUMBTURN,	10,800.00		10,800.00

REVISED BID SENT-8/30/18-DS

- Continued -

This proposal must be signed by the authorized account holder or property owner.
Otherwise, written purchase order will be required to proceed with installation.
Field personnel will verify sizes and specifications. This price is subject to change when field measurements and/or specifications do not correspond with the information given us verbally, or estimated from the plan.
Each scheduled trip that results in a dry-run will be charged.

SIGNED:_____ DATED:_____

IF YOU DO NOT HAVE AN ACCOUNT, PREPAYMENT WILL BE REQUIRED.

TGA
Texas Glass Association | NGA Chapter

ANCHOR VENTANA
WE'VE GOT GREAT GLASS!
P.O. Box 191
Round Rock, TX 78680
(o) 512 388-9400 (f) 512 388-5311
info@VentanaMan.com
www.VentanaMan.com

Proposal

182180180
Order Date: 08/23/18

Ship Date: 8/30/2018
Route: BID

Bill to: WIL9304321

WILLIAMSON COUNTY
710 SOUTH MAIN, SUITE #303

GEORGETOWN TX 78626

Ship to:

JUVENILE JUSTICE CENTER
200 WILCO WAY
GEORGETOWN 78626 M

Home Owner
WILLIAMSON COUNTY
email
RLUBECKER@WILCO.ORG
Phone (C)
815-341-6271

Contact Information: Plan: TAX EXEMPT

Dept: 3 Sales Person: DEANNA 512-238-5143 Order by: BOB LUBECKER
Fax: Cust Order No: Ord by Phone: 512-943-1625

Qty	Description	List	Disc	Amount
	CYLINDER, 10" BOTTOM RAIL AND THRESHOLD. FRAMES AND DOOR WILL BE GLAZED WITH 1/4" CLEAR TEMPERED GLASS. FIVE PANES WILL HAVE SPEAK HOLES WITH CLEAR SPEAK HOLE COVERS. AS PER REVISED ELEVATIONS.			
1	*PROVISION FOR FINAL KEYING AND CLEANING BY OTHERS. ANY STRUCTURAL REINFORCEMENT NECESSARY TO INSTALL THE FRAMES BY OTHERS.			
1	*WORK TO BE DONE DURING ANCHOR-VENTANA'S NORMAL BUSINESS HOURS.			
1	ADD $120.00 FOR A DARK BRONZE ANODIZED FINISH INSTEAD OF CLEAR ANODIZED.			

REVISED BID SENT-8/30/18-DS

Sub-Total	10,800.00
Sales Tax	0.00
TOTAL	10,800.00

This proposal must be signed by the authorized account holder or property owner.
Otherwise, written purchase order will be required to proceed with installation.
Field personnel will verify sizes and specifications. This price is subject to change when field measurements and/or specifications do not correspond with the information given us verbally, or estimated from the plan.
Each scheduled trip that results in a dry-run will be charged.

SIGNED:_____ DATED:_____

IF YOU DO NOT HAVE AN ACCOUNT, PREPAYMENT WILL BE REQUIRED.

Texas Glass Association | NGA Chapter

FW: Juvenile Justice Center: Storefront Glass At Work Counters: PO Request

John Pelczar

Tue 9/4/2018 2:28 PM

To:Judy Mills <jmills@wilco.org>;

Cc:Sal Lopez <slopez@wilco.org>; Allen Bijou <abijou@wilco.org>;

3 attachments (4 MB)

Anchor_Ventana_proposal_9.4.18.pdf; Floyds_proposal_8.20.18.pdf; Glass_Door_estimate_8.23.18.pdf;

Judy,
Will you please complete a purchase requisition for this using the Anchor Ventana quote. If you have any questions just let me know. Thanks!
John

From: Bob Lubecker
Sent: Tuesday, September 04, 2018 2:21 PM
To: Sal Lopez <slopez@wilco.org>
Cc: Allen Bijou <abijou@wilco.org>; John Pelczar <JPelczar@wilco.org>
Subject: Juvenile Justice Center: Storefront Glass At Work Counters: PO Request

Juvenile Justice Center: Storefront Glass At Work Counters

Sal,

Attached are the 3 proposals for the Storefront Glass At Work Counters project. I recommend selecting Anchor Ventana (revised quote just received today) as they are the lowest bidder at $10,800 (clear anodized finish). If you agree, please submit for a purchase order for this work and return to me when you receive it. For review, below is a breakdown of the proposal costs as received for comparison for equivalent work.

- Anchor Ventana $10,800
- Floyds Glass $18,190
- The Glass & Door Co. $16,998.34

If you need any more information just let me know.

Regards,

Bob Lubecker
Project Manager

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512-943-1625
C: 815-341-6271

116846

ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

P.O. Box 191
Round Rock, TX 78680
(o) 512 388-9400 (f) 512 388-5311

info@VentanaMan.com
www.VentanaMan.com

Proposal

182180180
Order Date: 08/06/18

NACC
ANVC1TX

Ship Date: 8/30/2018
Route: BID (revised bid)

Bill to: WIL9304321

WILLIAMSON COUNTY
710 SOUTH MAIN, SUITE #303

GEORGETOWN TX 78626

Ship to:

JUVENILE JUSTICE CENTER
200 WILCO WAY
GEORGETOWN 78626 M

Home Owner
WILLIAMSON COUNTY
email
RLUBECKER@WILCO.ORG
Phone (C)
815-341-6271

Contact Information:

Plan: TAX EXEMPT

Dept: 3 **Sales Person:** DEANNA 512-238-5143 **Order by:** BOB LUBECKER
Fax: **Cust Order No:** **Ord by Phone:** 512-943-1625

Qty	Description	List	Disc	Amount
1	FURNISH AND INSTALL NEW ALUMINUM STOREFRONT FRAMES AND GLASS ON EXISTING COUNTERS IN THE CORE ADMINISTRATION RECEPTION, COURT PROBATION SERVICE AND ADMINSTRATION AREAS, APPROXIMATELY 1260 SQUARE FEET. FRAMES WILL BE FABRICATED FROM 1-3/4" X 4-1/2", CENTER SET, OUTSIDE GLAZED MEMBERS WITH A STANDARD CLEAR ANODIZED FINISH. THE FRAME IN THE CORE RECEPTION AREA INCLUDES A SINGLE, NARROW STILE RIGHT HAND DOOR FOR A 3' X 7' DOOR OPENING. DOOR WILL HAVE A CONTINUOUS GEAR HINGE, SURFACE MOUNTED CLOSER WITH DROP PLATE, STANDARD PUSH/PULL, THUMBTURN,	10,800.00		10,800.00

REVISED BID SENT-8/30/18-DS

- Continued -

This proposal must be signed by the authorized account holder or property owner.
Otherwise, written purchase order will be required to proceed with installation.
Field personnel will verify sizes and specifications. This price is subject to change when field measurements and/or specifications do not correspond with the information given us verbally, or estimated from the plan.
Each scheduled trip that results in a dry-run will be charged.

SIGNED:_____ DATED:_____

IF YOU DO NOT HAVE AN ACCOUNT, PREPAYMENT WILL BE REQUIRED.

TGA
Texas Glass Association | NGA Chapter

ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

P.O. Box 191
Round Rock, TX 78680
(o) 512 388-9400 (f) 512 388-5311

info@VentanaMan.com
www.VentanaMan.com

Proposal

182180180
Order Date: 08/23/18

Ship Date: 8/30/2018
Route: BID

Bill to: WIL9304321

WILLIAMSON COUNTY
710 SOUTH MAIN, SUITE #303

GEORGETOWN TX 78626

Ship to:

JUVENILE JUSTICE CENTER
200 WILCO WAY
GEORGETOWN 78626 M

Home Owner
WILLIAMSON COUNTY
email RLUBECKER@WILCO.ORG
Phone (C) 815-341-6271

Contact Information: **Plan:** TAX EXEMPT

Dept: 3 **Sales Person:** DEANNA 512-238-5143 **Order by:** BOB LUBECKER
Fax: **Cust Order No:** **Ord by Phone:** 512-943-1625

Qty	Description	List	Disc	Amount
	CYLINDER, 10" BOTTOM RAIL AND THRESHOLD. FRAMES AND DOOR WILL BE GLAZED WITH 1/4" CLEAR TEMPERED GLASS. FIVE PANES WILL HAVE SPEAK HOLES WITH CLEAR SPEAK HOLE COVERS. AS PER REVISED ELEVATIONS.			
1	*PROVISION FOR FINAL KEYING AND CLEANING BY OTHERS. ANY STRUCTURAL REINFORCEMENT NECESSARY TO INSTALL THE FRAMES BY OTHERS.			
1	*WORK TO BE DONE DURING ANCHOR-VENTANA'S NORMAL BUSINESS HOURS.			
1	ADD $120.00 FOR A DARK BRONZE ANODIZED FINISH INSTEAD OF CLEAR ANODIZED.			

REVISED BID SENT-8/30/18-DS

Sub-Total	10,800.00
Sales Tax	0.00
TOTAL	10,800.00

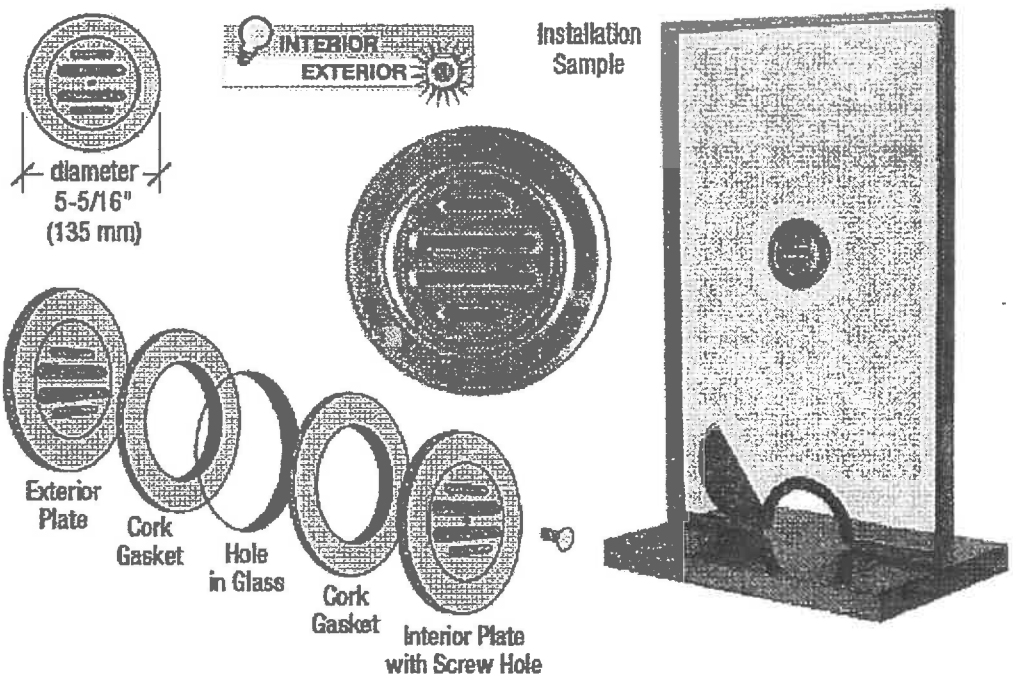
This proposal must be signed by the authorized account holder or property owner.
Otherwise, written purchase order will be required to proceed with installation.
Field personnel will verify sizes and specifications. This price is subject to change when field measurements and/or specifications do not correspond with the information given us verbally, or estimated from the plan.
Each scheduled trip that results in a dry-run will be charged.

SIGNED:_____ DATED:_____

IF YOU DO NOT HAVE AN ACCOUNT, PREPAYMENT WILL BE REQUIRED.

TGA
Texas Glass Association | NGA Chapter

CRL Satin Anodized Aluminum 5-5/16" No-Draft Speak-Thru

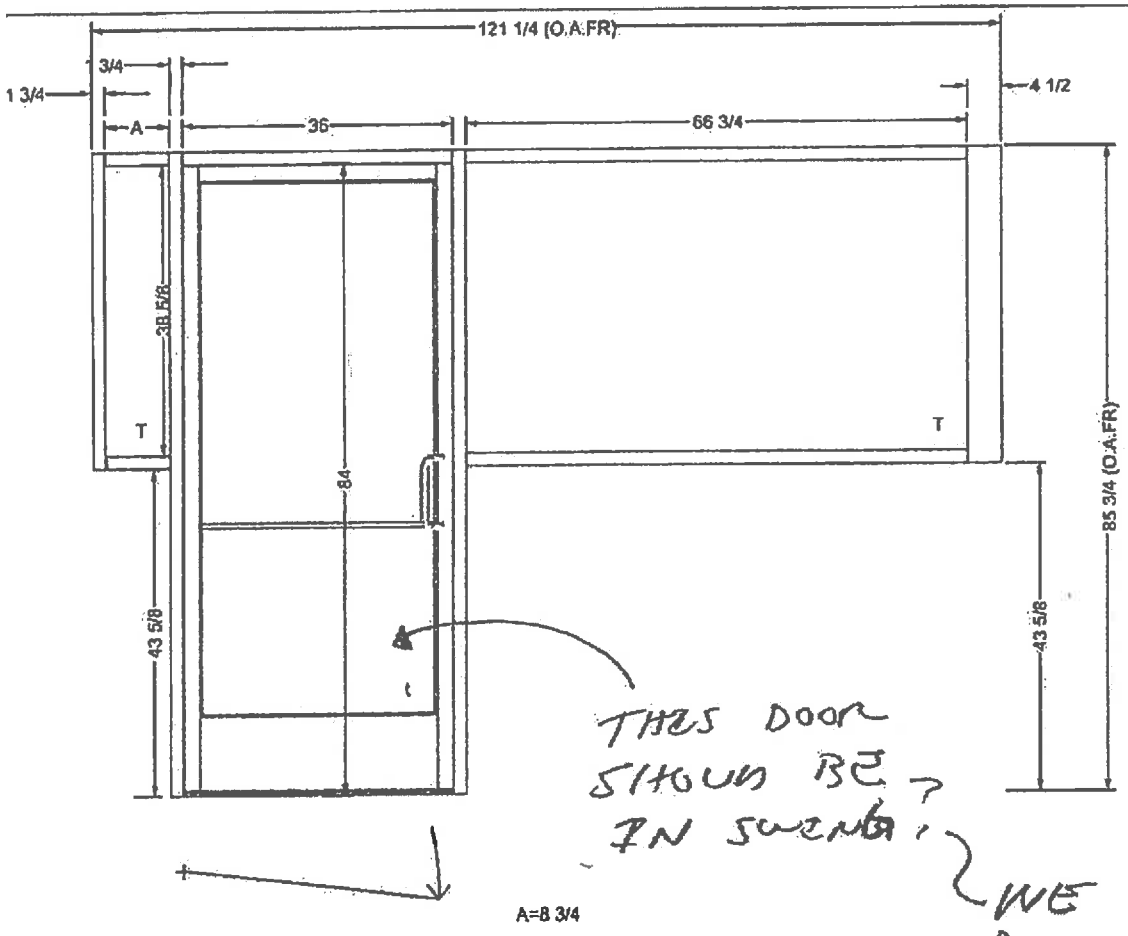


Close

ALL ELEVATIONS AS ILLUST
PER FIELD DIMENSIONS
ES 8/31

ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

Project Name: Juvenile Justice Center
Frame Set Name: Frame Set 1 **Frame Name:** Area 1 Core Admin Recept **Panels:** 3
Metal Group: 4500 SCREW SPLINE NO SILL PAN PVC **D/S:** 1 **Frame Type:** Standard **Frame Width:** 121 1/4
Required: 1 FILLER **Back Member Color:** C2 CLEAR : ANODIZED **Face Member Color:** C2 CLEAR : ANODIZED



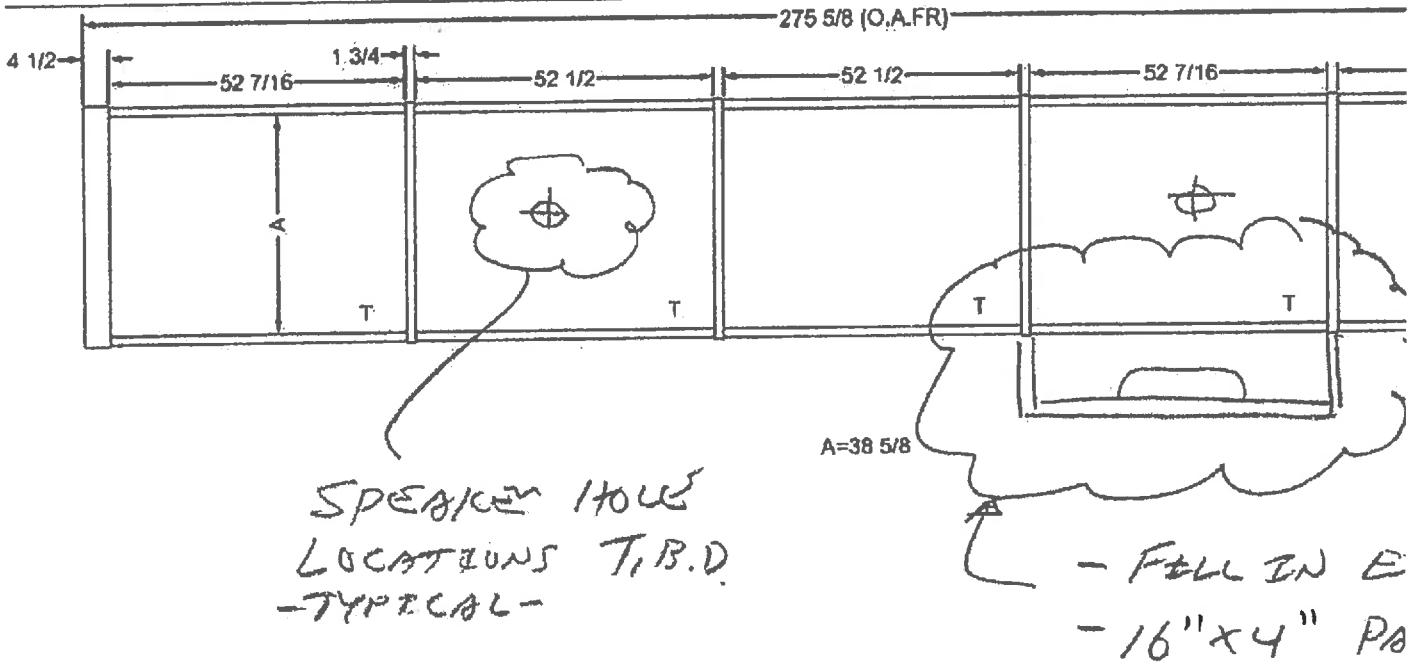
THIS DOOR SHOULD BE IN SWING?

WE CAN DESC
DURING FINAL

Report Provided Courtesy of Glazier Studio - 5.0.0.43

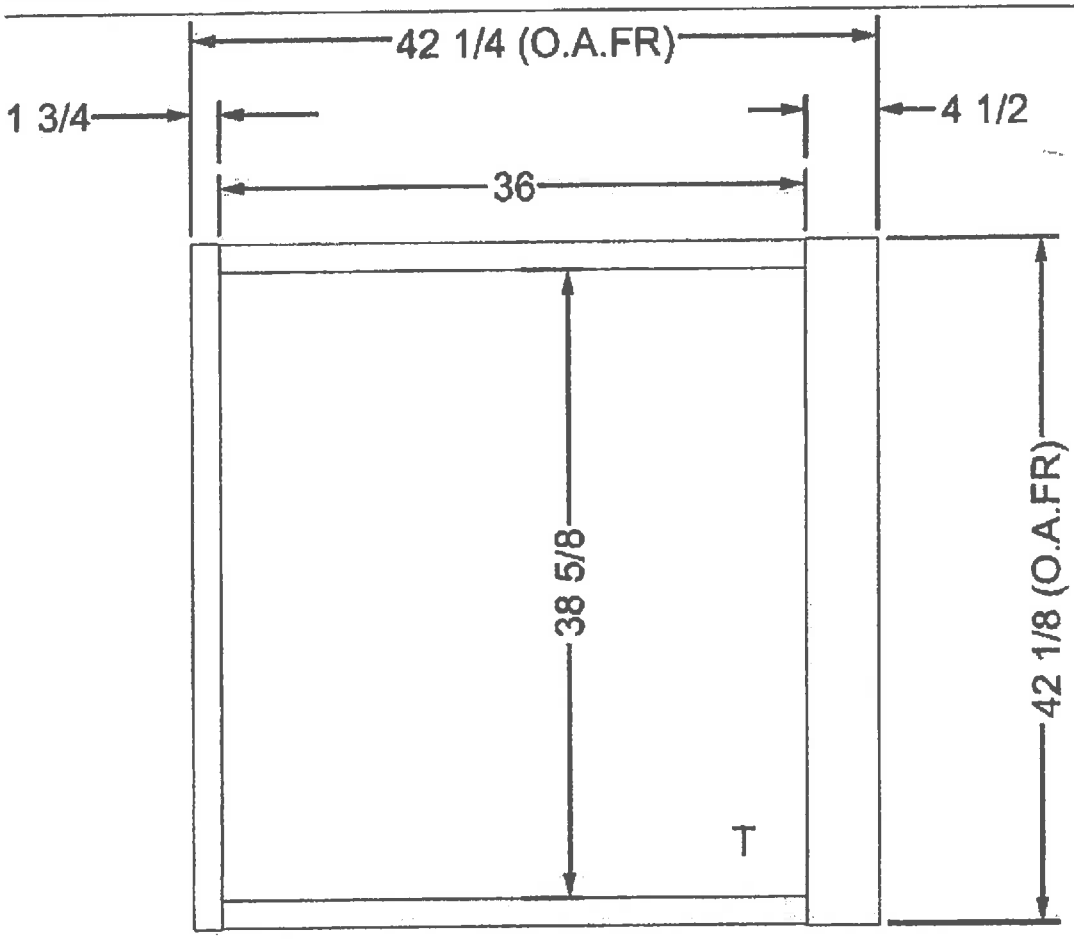
ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

Project Name: Juvenile Justice Center
Frame Set Name: Frame Set 1
Frame Name: Area 1 Core Admin Recept 2 **Panels:** 5
Metal Group: 4500 SCREW SPLINE NO SILL PAN PVC **D/S:** 1 **Frame Type:** Standard **Frame Width:** 275 5/8
Required: 1 FILLER **Back Member Color:** C2 CLEAR : ANODIZED **Face Member Color:** C2 CLEAR : ANODIZED



ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

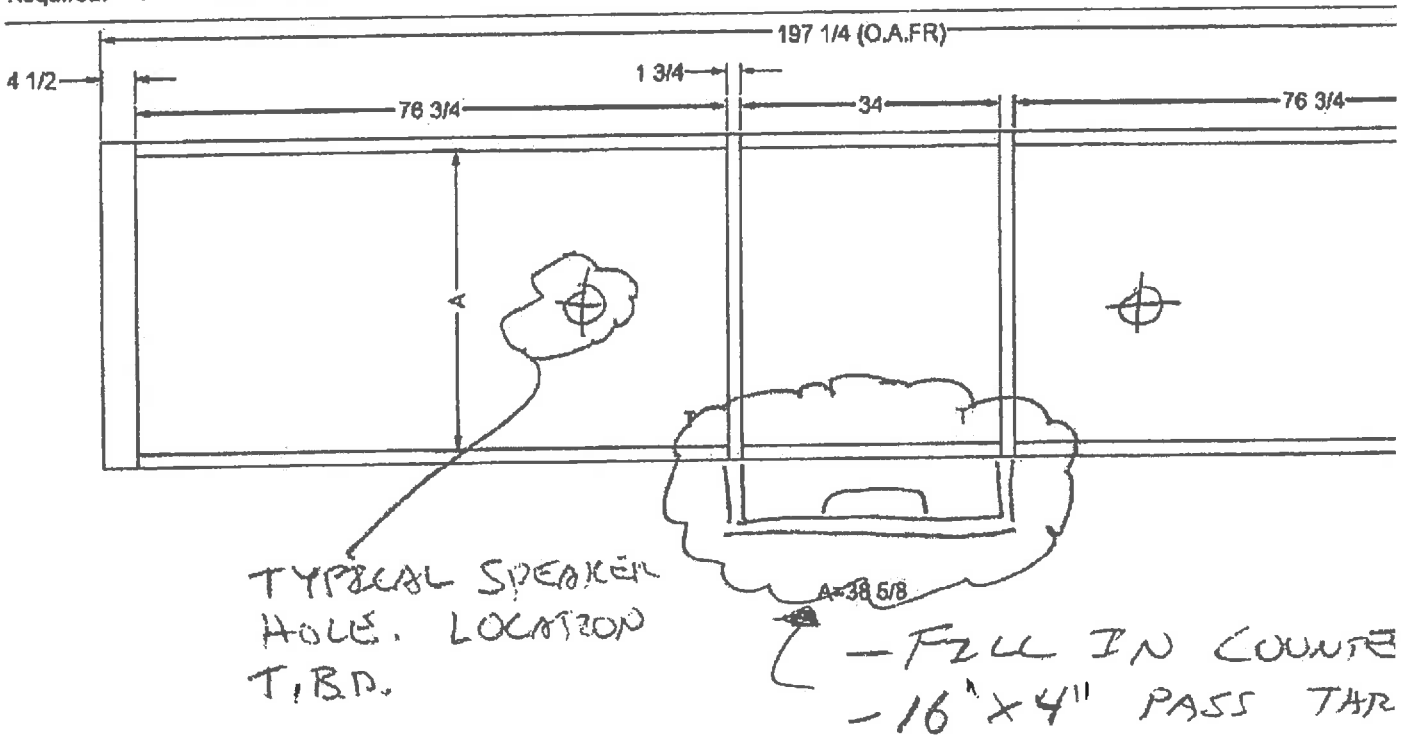
Project Name: Juvenile Justice Center
Frame Set Name: Frame Set 1
Frame Name: Area 2 Court Probation 1 **Panels:** 1
Metal Group: 4500 SCREW SPLINE NO SILL PAN PVC **D/S:** 1 **Frame Type:** Standard **Frame Width:** 42 1/4
Required: 1 FILLER **Back Member Color:** C2 CLEAR : ANODIZED **Face Member Color:** C2 CLEAR : ANODIZED



Report Provided Courtesy of Glazier Studio - 5.0.0.43

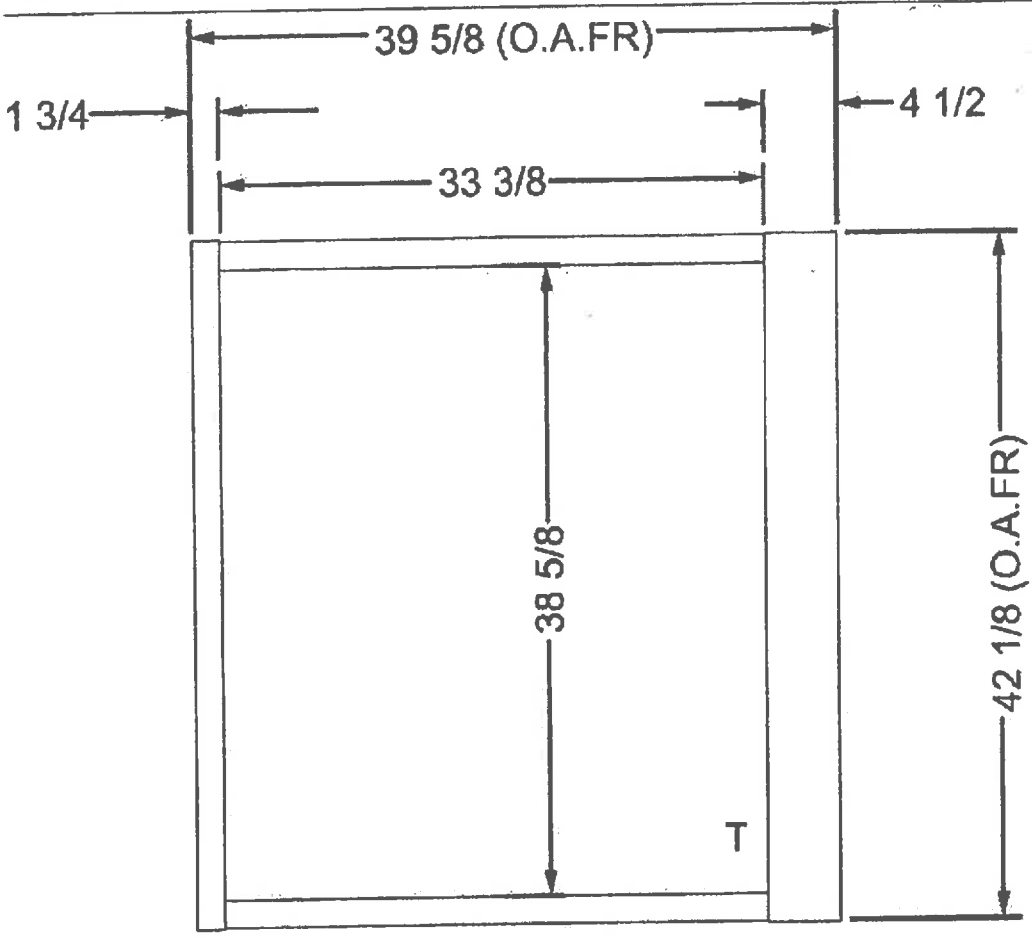
ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

Project Name: Juvenile Justice Center
Frame Set Name: Frame Set 1
Frame Name: Area 2 Court Probation 2 **Panels:** 3
Metal Group: 4500 SCREW SPLINE NO SILL PAN PVC **D/S:** 1 **Frame Type:** Standard **Frame Width:** 197 1/4
Required: 1 FILLER **Back Member Color:** C2 CLEAR : ANODIZED **Face Member Color:** C2 CLEAR : ANODIZED



ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

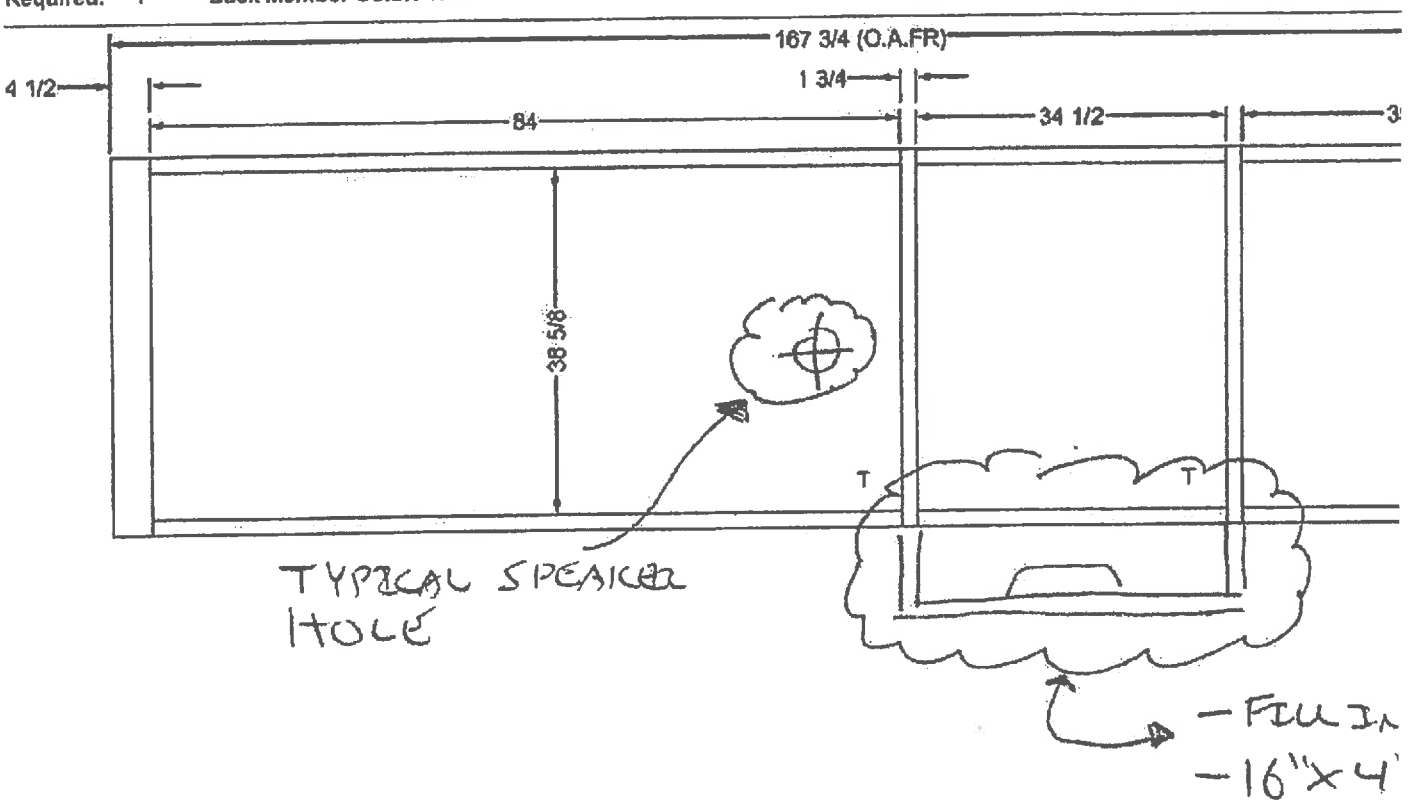
Project Name: Juvenile Justice Center
Frame Set Name: Frame Set 1
Frame Name: Area 3 Admin 1 **Panels:** 1
Metal Group: 4500 SCREW SPLINE NO SILL PAN PVC **D/S:** 1 **Frame Type:** Standard **Frame Width:** 39 5/8
Required: 1 FILLER **Back Member Color:** C2 CLEAR : ANODIZED **Face Member Color:** C2 CLEAR : ANODIZED



Report Provided Courtesy of Glazier Studio - 5.0.0.43

ANCHOR VENTANA
WE'VE GOT GREAT GLASS!

Project Name: Juvenile Justice Center
Frame Set Name: Frame Set 1
Frame Name: Area 3 Admin 2 **Panels:** 3
Metal Group: 4500 SCREW SPLINE NO SILL PAN PVC **D/S:** 1 **Frame Type:** Standard **Frame Width:** 167 3/4
Required: 1 FILLER **Back Member Color:** C2 CLEAR : ANODIZED **Face Member Color:** C2 CLEAR : ANODIZED



Floyd's

1604 West Second Street
Post Office Box 803
Taylor, Texas 76574

GLASS COMPANY
A Division of FLOYDCO, INC.

Taylor: (512) 352-7618
Austin: (512) 365-2016
FAX: (512) 352-9243

August 20, 2018

Mr. Bob Lubecker, Project Manager
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: **200 Wilco Way**
Georgetown, Texas

Dear Bob,
We are pleased to furnish our scope proposal based upon **Area 1 Core Probation Reception**, including the following:

1. Oldcastle Building Envelope 1 3/4" x 4 1/2" FG2000 Storefront System, all with a Class 1, Clear Anodized finish.

2. Narrow Stile Aluminum Door with 10" Bottom rail and Manufacturers Standard Hardware.

3. 1/4" Clear Tempered Vision Glass and Speakers with Grill

For the Sum of.....$9,150.00(No Tax)

Add Alternate: Bronze Finish in Lieu of Clear Anodized.....**Add $ 300.00**(No Tax)

We Exclude:
Final Cleaning and Protection of Installed Materials
Mock ups
Testing

This Proposal is subject to Price and Scope review, if not accepted within 30 days.
This Proposal is subject to a Mutually Agreeable Contract.

Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company does not warrant that this glass meets that code

We appreciate the opportunity to furnish our Scope/Proposal for your consideration. Should you require any additional information please call.

Respectfully,

Dillon Kreidel
Commercial Estimator

Floyd's

1604 West Second Street
Post Office Box 803
Taylor, Texas 76574

GLASS COMPANY
A Division of FLOYDCO, INC.

Taylor: (512) 352-7618
Austin: (512) 365-2016
FAX: (512) 352-9243

August 20, 2018

Mr. Bob Lubecker, Project Manager
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: **200 Wilco Way**
Williamson County, Texas

Dear Bob,
We are pleased to furnish our scope proposal based upon **Area 2 Court Probation Service**, including the following:

1. Oldcastle Building Envelope 1 3/4" x 4 1/2" FG2000 Storefront System, all with a Class 1, Clear Anodized finish.

2. 1/4" Clear Tempered Glass with 4" Speakers.

For the Sum of.....$4,590 .00(No Tax)

Add Alternate: Bronze Finish in Lieu of Clear Anodized.....**Add $150.00**(No Tax)

We Exclude:
Final Cleaning and Protection of Installed Materials
Mock ups
Testing

This Proposal is subject to Price and Scope review, if not accepted within 30 days.
This Proposal is subject to a Mutually Agreeable Contract.

Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company does not warrant that this glass meets that code

We appreciate the opportunity to furnish our Scope/Proposal for your consideration. Should you require any additional information please call.

Respectfully,

Dillon Kreidel
Commercial Estimator

Floyd's

1604 West Second Street
Post Office Box 803
Taylor, Texas 76574

GLASS COMPANY
A Division of FLOYDCO, INC.

Taylor: (512) 352-7618
Austin: (512) 365-2016
FAX: (512) 352-9243

August 20, 2018

Mr. Bob Lubecker, Project Manager
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: **200 Wilco Way**
Williamson County, Texas

Dear John,
We are pleased to furnish our Budget scope proposal based upon **Area 3 Administration**, including the following:

1. Oldcastle Building Envelope 1 3/4" x 4 1/2" FG2000 Storefront System, all with a Class 1, Clear Anodized finish.

2. 1/4" Clear Tempered Glass with 4" Speakers.

For the Sum of.....$4,450 .00(No Tax)

Add Alternate: Bronze Finish in Lieu of Clear Anodized.....**Add $150.00**(No Tax)
.

We Exclude:
Final Cleaning and Protection of Installed Materials
Mock ups
Testing

This Proposal is subject to Price and Scope review, if not accepted within 30 days.
This Proposal is subject to a Mutually Agreeable Contract.

Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company does not warrant that this glass meets that code

We appreciate the opportunity to furnish our Scope/Proposal for your consideration. Should you require any additional information please call.

Respectfully,
Dillon Kreidel

Dillon Kreidel
Commercial Estimator

RSLMB INC. / DBA - THE GLASS & DOOR CO.
6601 S. LAKEWOODS DR.
SUITE -B
GEORGETOWN, TX 78633
512-868-5454 / FAX 512-868-5010

Estimate

Date 4/3/2018
Estimate # 05-2916

Name / Address

WILLIAMSON COUNTY, TEXAS
MAINTENANCE DEPT.
GEORGETOWN, TX.
OFF. 512-943-1599 / BOB L 815-341-6271
FAX 512-930-3313/ gwrehsnig@wilco.org

P.O. #
Terms Net 15

Due Date 4/18/2018
Other

Description	Qty	Rate	Total
THE GLASS & DOOR CO. PROPOSES TO INSTALL ALL COMMERCIAL FRAMES AND TEMPERED SAFETY GLASS IN ACCORDANCE WITH ALL CITY & STATE CODES AS DESCRIBED BELOW 3-CUSTOM COMMERCIAL PASS THRU WDWS. APPROX. SIZE: 1- 168"/48" X 43" 3/8" CLR. TEMPERED W/ 1-SPEAK HOLE 1- 196"/47" X 43" 3/8" CLR. TEMPERED W/ 1-SPEAK HOLE 1- 278"/128" X 47" W/ CUSTOM COMMERCIAL DOOR W /1/4" LAMINATED SAFETY GLASS, AND 1-PASS THRU & 2-SPEAK HOLES 1 3/4" X 4 1/2" MILL FRAME 3/8" CLR. TEMPERED SAFETY GLASS 1/4" CLR. LAMINATED GLASS [DOOR] JOB ADDRESS: JUVENILE CENTER GEORGETOWN, TX. REVISED: 8/23/18	1	16,998.34	16,998.34T

ALL PRICES GOOD FOR 30 DAYS FROM ESTIMATE DATE. WE APPRECIATE YOUR BUSINESS

Subtotal	$16,998.34
Sales Tax (0.0%)	$0.00
Total	$16,998.34

RSLMB INC. / DBA - THE GLASS & DOOR CO.
baker132065@hotmail.com
(512)868-5454
(512)868-5010

Commissioners Court - Regular Session **62.**

Meeting Date: 09/18/2018

Landscape services for Williamson County Parks

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of #1506-006 for Landscape Services of Williamson County Parks, for the same pricing, terms and conditions as the existing contract for the term of October 1, 2018 - September 30, 2019 with Heart of Texas Landscape and Irrigation.

Background

The Parks Department submitted a Vendor Performance Report (VPR) that reflected the vendor met the requirements on this contract and requests to renew for the first renewal period. The funding source for FY19 is budget line item is 0100-510-0003541 for contract mowing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1506-006 renewal 1 Landscape Services for Williamson County Parks

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 11:57 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Dianne West		Started On: 09/11/2018 03:36 PM
Final Approval Date: 09/13/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Parks
Vendor Name:	Heart of Texas Landscape and Irrigation		
Vendor Address:	P.O. Box 1236, Belton, Tx 76513		
Purpose/Intended Use of Product or Service (summary):			
Landscape Services			
P.O./Contract Number:	1506-006	**Effective Date:**	10/01/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2019
Requested By:	Randy Bell, Parks Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE OF CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	October 1, 2018 – September 30, 2019
Initial Contract Period	October 1, 2015 – September 30, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Heart of Texas Landscape & Irr.

Name Dustin Finch

Title Account Manager

Signature [signature]

Date 8/30/18

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **63.**

Meeting Date: 09/18/2018

Blackland Agricultural Lease extension 1606-098

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of #1606-098, Blackland Farm Lease, for the same terms and conditions as the existing contract, with the exception of annual price change to $21,371.54, for the term of October 1, 2018 - September 30, 2019, with Ross Emory Stromberg, Jr.

Background

This is a revenue contract. The lease funds will be deposited into P316 - Blackland Heritage County Park.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Blackland Farm lease extension

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 04:05 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Dianne West		Started On: 09/11/2018 05:13 PM
Final Approval Date: 09/13/2018		

AGREEMENT TO EXTEND FARM LEASE

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Ross Emory Stromberg, Jr. ("Lessee") to be effective as of the last party's execution hereof.

RECITALS:

Whereas, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") for premises identified in the Lease Agreement as being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "Premises");

Whereas, the Lease Agreement will terminate on September 30, 2018 unless the Williamson County Commissioners Court approves Lessee's request to extend the Lease Agreement per the terms set forth therein;

Whereas, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

Whereas, the Lessee has requested the Lease Agreement to be extended for an extended term of twelve (12) months beginning on October 1, 2018 and ending on September 30, 2019; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.

2. **Extension**. Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2018 and ending as of September 30, 2019 (the "Extension Period").

3. **Rent During Extension Period**. Lessee shall pay Lessor Rent in the amount of TWENTY ONE THOUSAND THREE HUNDRED SEVENTY ONE AND 54/100 DOLLARS ($21,371.54) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period shall be paid in two (2) separate installments, with the first installment of TEN THOUSAND SIX HUNDRED EIGHTY FIVE AND 77/100 DOLLARS ($10,685.77) being due on or before May 31, 2019 and the second installment of TEN THOUSAND SIX HUNDRED EIGHTY FIVE AND 77/100 DOLLARS ($10,685.77), being due on or before September 30, 2019.

5. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Date: _____ ____, 20___

Lessee:

By: _____
Ross Emory Stromberg, Jr.

Date: 9/6 ____, 2018

Commissioners Court - Regular Session **64.**

Meeting Date: 09/18/2018

Awarding RFP # 1806-243 ATM Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #1806-243 ATM Placement for Williamson County Facilities to the overall best respondent, Preferred ATM Services, LLC. and authorizing execution of the Automated Teller Machine Location Agreement.

Background

Purchasing solicited sealed proposals for ATM placement services. Notification was sent to 1,563 suppliers of which 35 suppliers viewed the proposal documents and 1 vendor submitted a proposal. After evaluation by an evaluation committee, Preferred ATM Services is being recommended for award. This is a revenue contract in which Preferred ATM will pay Williamson County $0.60 per ATM transaction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Evaluation Sheet

Price Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 11:50 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Thomas Skiles		Started On: 09/12/2018 08:24 AM
Final Approval Date: 09/13/2018		

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

This ATM Agreement is made this 11th day of September, 2018 by and between WILLIAMSON COUNTY, TEXAS, hereinafter called LESSOR and PREFERRED ATM SERVICES LLC, hereinafter called LESSEE, on the following terms and conditions.

I. **For and in consideration of the lease payment set out and the service to be provided for the benefit of LESSOR by LESSEE, LESSOR does hereby lease and grant an exclusive right license to LESSEE, locations upon and within, but not limited to the following eight (8) properties, for the purpose of installing and operating Automatic Teller Machines (ATM's).**

Tax Office
904 S. Main Street
Georgetown, TX 78626

Pct. 1
1801 E Old Settlers Blvd
Round Rock, Texas, 78664

Pct. 2
350 Discovery Blvd
Cedar Park, TX 78613

Pct. 3
301. S.E. Inner Loop
Georgetown, TX 78626

(Location to Change FY19)
151 Wilco Way
Georgetown, TX 78626

Pct. 4
211 W 6th St
Taylor, Texas 76574

Williamson County Justice Center
405 MLK Street
Georgetown, Texas 78626

Quarry Splash Pad (Seasonal)
503 Borho
Leander, Texas 78642

Williamson County Expo Center (As Needed)
5350 Bill Pickett Trail
Taylor, Texas 76574

II. **The lease payments, which will be paid monthly and due by the end of the following month for the previous months transactions, shall be: SEE ATTACHED PRICE SHEET – Appendix "A" and "Price Sheet Attachment (setting forth options "A" and "B" for Price Sheet, which are both incorporated herein as if copied in full. LESSOR reserves the right to choose the available ATM Customer Transaction Fees set forth in Appendix "A" and "Price Sheet Attachment". LESSEE shall provide to Lessor financial reports to summarize all activity and transactions to show the calculation of lease payments and shall cooperate with any reasonable requests for information from LESSOR.**

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSOR and LESSEE hereby agree that:

(a) During the term of this Agreement or any renewal of the same, LESSOR shall not grant the right of installing or operating ATM service at the locations described herein to any other company, financial institution, or person including LESSOR.

(b) TERM of the contract shall provide ATM services for an initial term of twelve (12) months, beginning the first day of the first month after the date of the award. Contract extensions may be agreed upon in twelve (12) month increments for up to an additional forty eight (48) months, with the terms and conditions remaining the same, unless otherwise negotiated due to the deflation or inflation of the U.S. Currency. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.

(c) LESSOR shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by willful or gross neglect.

(d) LESSOR will provide dedicated power for the ATM and either a phone line or internet connection at no cost to LESSEE.

(e) LESSOR and LESSEE agree the ATM is and always will be the property of LESSEE unless this contract is replaced with a new contract describing the terms and conditions of any change of ownership of the ATM.

(f) LESSEE or its agents will provide all service maintenance and technical support.

(g) The location of the ATM and the space provided shall be agreed upon between the LESSEE and LESSOR. The space shall be suitable and in plain view, readily accessible to make the services available to the general public. LESSOR, its employees or customers will take no action, which prevents or adversely affects the access, view or use of the ATM.

(h) LESSOR has the authority to enter into this Agreement.

(i) LESSEE shall install the ATM at its sole expense.

(j) LESSEE shall bolt the ATM to the floor to prevent theft and prohibiting the ATM from being tipped over.

(k) LESSEE is not responsible to repair any holes, slab damage or other damage caused to the location by the installation or removal of the ATM.

(l) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by LESSEE shall remain the property of LESSEE. Upon termination of this Agreement, LESSEE shall have the right to enter the location to remove all of its property. LESSOR agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by LESSEE.

(m) At the end of the original term or at the end of any renewal term of this Lease, LESSOR grants to LESSEE a thirty (30) day option to match any bona fide third party offer in connection with the use and/or operation of ATM equipment.

(n) If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resulting to litigation or some other dispute resolution procedure.

(o) This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.

(p) This ATM is being processed by LESSEE, and network sponsorship is being provided by Meta Bank.

(q) Both parties agree to and will comply with all the terms and conditions of this Agreement and of the original Williamson County (RFP) dated July, 2018.

(r) Compliance with All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements

(s) No Assignment: Lessee may not assign this contract without express written consent.

(t) Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSEE	LESSOR
PREFERRED ATM SERVICES LLC	**WILLIAMSON COUNTY, TEXAS**
BY: _____	**BY:** _____
PRINT NAME: Joe SAVAGE	**PRINT NAME:** _____
TITLE: Owner **DATE:** 9-4-18	**TITLE:** _____ **DATE:** _____

EVALUATION - ATM Placement
RFP 1806-243

Evaluation Criteria	Maximum Score Points		Preferred ATM					
Experience & Qualifications	**40**		**40**					
References	**20**		**0**					
Price - Transaction Fee	**30**		**30**					
Price - Commission	**10**		**10**					
TOTAL	**100**	**0**	**80**	**0**	**0**	**0**	**0**	**0**

PRICE SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please enter the total transaction fee charged to customer – as member or non-member, then itemize the distribution of the fees collected. If member/non-member is not relevant enter "NA".

Example: Customer Transaction Fee: $___.00
Commission to Respondent: $___.00
Commission to County: $___.00

ATM Customer Transaction Fee (Non-Member): 3.00

Commission to Respondent: 2.40

Commission to Williamson County: .60

ATM Customer Transaction Fee (Member *if applicable*): NA

Commission to Respondent: NA

Commission to Williamson County: NA

Commissioners Court - Regular Session **65.**

Meeting Date: 09/18/2018

emergency exemption for Jail Dental Chair

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying purchase for 300 Series Wideback Dental Chair and equipment, in the amount of $26,797.23,from Benco Dental, Co. and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption TLCG 262.024 (3).

Background

The bursting of a 3” water line over the medical exam room was an unforeseen circumstance that the resulting damage and state of the exam room called for immediate action and thus was clearly an emergency. Initially, the Correction Department was under the understanding that the replacement items would be purchased with insurance proceeds and as long as the same or similar equipment was being replaced, no bidding would be required. Furthermore, due to the nature of this equipment being so specialized and the understanding that this equipment might not be available from the current manufacturer, no three quotes were obtained. Additionally, since the purchases are being paid by insurance proceeds paid by the contractor’s insurance, the County had to wait until the claims process was completed which caused the delay in this purchase being reported as an emergency exemption from the bidding process. Funding Source: 01.0100.0570.005000

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Justification

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 11:48 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Kerstin Hancock		Started On: 09/12/2018 08:29 AM
Final Approval Date: 09/13/2018		

From: Randolph Doyer
To: Kerstin Hancock
Cc: Randy Barker
Subject: Flood damage
Date: Thursday, September 6, 2018 4:44:53 PM

Kerstin,

The bursting of a 3" water line over the medical exam room was an unforeseen circumstance that the resulting damage and state of the exam room called for immediate action and thus was clearly an emergency. Initially, the Correction Department was under the understanding that the replacement items would be purchased with insurance proceeds and as long as the same or similar equipment was being replaced, no bidding would be required. Furthermore, due to the nature of this equipment being so specialized and the understanding that this equipment might not be available from the current manufacturer, no three quotes were obtained.

Additionally, since the purchases are being paid by insurance proceeds paid by the contractor's insurance, the County had to wait until the claims process was completed which caused the delay in this purchase being reported as an emergency exemption from the bidding process.

Sincerely,

Randolph Doyer

Bureau Chief
Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626
(512) 943-1300

Benco Dental
295 Centerpoint Blvd
Pittston, PA 18640
http://www.benco.com

Equipment Sales Agreement

Ref No:	2975
Purchase Order:	00002975
Printed On:	8/3/2018
Prices Firm Until*:	8/25/2018

*Prices subject to change with manufacturer price changes

Customer Information

96367840 - WILLIAMSON COUNTY SHERIFF'S OF
508 S ROCK ST
GEORGETOWN, TX 78626-5604
512-943-5215

Installation Address

1 - WILLIAMSON COUNTY SHERIFF'S OF
306 W 4TH ST
GEORGETOWN, TX 78626-4906
512-943-5215

Benco Information

Equipment Specialist:	Paul Thompson (S)
Sales Representative:	Jamie Bolton (A)
	512-954-0737

Requested Installation Date

9/14/2018

You may move forward your Requested Installation Date up to 45 days prior to the initial Requested Date. Changes or cancellations to this Equipment Order may result in additional charges or fees. See terms and conditions on reverse.

Payment Method

Total Investment $ 26,797.23 Deposit $ _____ Balance $ _____

Minimum Deposit $ 2,630.69

❑ CASH TOTAL $ _____

CHECK # _____

❑ LEASE Lendor _____ City _____

❑ CONDITIONAL SALE Contact Person _____ Phone _____

Purchaser's Exact Full Legal Name

Insert only one purchaser name - do not abbreviate or combine names. Print full name of Purchaser and Tax ID Number or Social Security Number, as applicable. A separate signed complete Equipment Sales Agreement is required for each additional purchaser.

OR	ORGANIZATION'S NAME				
	INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
MAILING ADDRESS		CITY	STATE	ZIP	COUNTRY
TYPE OF ORGANIZATION		JURISDICTION OF ORGANIZATION			

❑ Equipment Preassembly Allowed

_____ _____ _____

Benco Representative *Purchaser's Signature* *Date*

This agreement is the total agreement of the parties. Purchaser's signature indicates agreement and full understanding of all terms and conditions appearing on the reverse.

EQUIPMENT SALES AGREEMENT

Terms and Conditions

A. WARRANTY. The following warranties apply to the goods and services supplied by Benco:

1. Benco Limited Warranty. Except for those goods described in Section B.2 below, Benco warrants that goods and services supplied by Benco will be free from defects in workmanship and material as follows:
   i. For "BencoNet" computers, servers and their integral parts only, the warranty period shall last for three (3) years for parts and one (1) year for labor after the date of the applicable Benco invoice. Benco technical phone and remote support may be extended by purchase of an optional technical support contract.
   ii. For Benco's "BluChip Elite" and "Select" customers only, all other new equipment is warranted for one (1) year parts and labor after the date of the applicable Benco invoice.
   iii. For all customers who are not Benco's "BluChip Elite" and "Select" customers, all other new equipment is warranted for six (6) months parts and labor after the date of the applicable Benco invoice.
   iv. In order to be eligible for our labor warranty the equipment must remain in its originally installed location.
2. Exception to Benco's Warranty. Only the applicable manufacturer's warranty (if any) applies to the following goods, and Benco makes no warranty whatsoever with respect to these goods except as set forth below:
   i. Bulbs, handpieces, and angles,
   ii. Monitors, printers, scanners, and other peripheral computer equipment,
   iii. Manufacturer recertified equipment (for which a 90 day labor only warranty shall apply;) and
   iv. Any manufacturer-branded non-equipment goods.
3. Product defects may be covered by a manufacturer's warranty. In such event, such manufacturer's warranty shall take precedence over any Benco warranty and Benco will repair, replace or service the defective item as per the manufacturer's directions. Benco will not credit or exchange any installed equipment unless directed to do so by its manufacturer, whose determination is final.
4. Benco reserves the right to cancel any warranty in the event that customer is more than 90 days past due on its equipment account with Benco.

B. WARRANTY EXCLUSIONS, LIMITATIONS and DISCLAIMERS:

1. **BENCO DOES NOT GRANT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES SPECIFICALLY STATED IN THESE TERMS AND CONDITIONS, AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A SPECIFIC PURPOSE; WARRANTY OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.**
2. **DISCLAIMER OF DAMAGES:** Benco's total liability for damages related to the supply of its goods and services shall be limited to the total amount paid by Purchaser for such goods or services. Under no circumstances will Benco have any liability for incidental, consequential, indirect, and special or punitive damages. These damages include but are not limited to loss of profits, loss of use of the goods, damage to property, and claims of third parties.
3. Benco shall not be responsible for damages associated with data loss or computer/ equipment damage associated with computers; computer networks; or software provided and/or installed by Benco which may arise out of computer hacking; viruses, malware, and spy ware; network security breaches, etc.
4. In the event that used equipment is being purchased, such equipment is being sold "as is" and Benco makes no warranties of any kind, express or implied relative to such equipment.

C. RELATIONSHIP WITH CONTRACTORS/TRADESPEOPLE

1. Inspections by Benco of office renovations associated with equipment installations may be necessary in order to review progress, answer questions and update the installation date. Benco includes three on-site job inspections at no charge, and may invoice for additional inspections at its prevailing rates. Benco must receive five (5) days' notice prior to each inspection.
2. Purchaser and contractors must adhere to Benco-approved specification plans setting forth the requirements necessary to properly install the equipment. Additional costs and delays due to deviation from specification plans are the responsibility of Purchaser.
3. Equipment installation will begin when Benco's final inspection verifies that contractors have properly completed all work.
4. Purchaser must have a responsible person present during delivery and installation of the equipment.
5. Purchaser will have tradespeople present for installation as necessary. All costs are Purchaser's responsibility.
6. Plumbing, carpentry and electrical work are the responsibility of the Purchaser's contractor(s) and must be completed according to Benco's plans and the manufacturer's specifications as well as in compliance with all state and local codes. Benco will invoice Purchaser at its prevailing rates for finishing any uncompleted portion of the contractor's job required by Benco specifications.
7. Benco disclaims all responsibility for work performed by persons other than its own employees or agents. Purchaser agrees to indemnify and hold Benco harmless for any damages, injuries, negligence, or liability of any kind to persons, invitees, or property caused by the actions of any person other than a Benco employee or agent.

D. CHANGES, DELIVERY AND/OR CANCELLATION

1. If Purchaser cancels or modifies this agreement after 10 working days from execution, Benco reserves the right to: a) require an additional deposit, b) invoice for special work (i.e. plans, inspections, installations, warehousing) and custom items, and c) apply a minimum 20% restocking charge. Any deposit will be applied toward these additional charges.
2. Benco will make every effort to accommodate changes to equipment orders; however, most dental equipment is custom manufactured, and changes may delay delivery/installation and/or result in additional charges.
3. After confirmation of the installation date, Purchaser is responsible for any direct fees (i.e. manufacturer restocking charges or change fees, design or architectural fees, additional shipping costs, etc.) related to changes. On special-order items, Benco may apply an additional restocking fee.
4. Benco will charge a storage fee of 1½% of invoice price per month on any equipment not claimed within 30 days of confirmed installation date.
5. Delivered equipment is not returnable unless the return is approved by the manufacturer. Any costs associated with any such return are the sole responsibility of the Purchaser.

E. INSTALLATION

1. Benco will make every attempt to accommodate Purchaser's installation schedule, but may adjust installation dates following confirmation due to scheduling issues.
2. Benco requires the installation and proper use and maintenance of a water pressure reduction valve and master water filter shut-off valve on all water lines that supply dental equipment and failure to properly install such equipment, as well as the failure to properly deactivate the shut-off valves on a daily basis, may result in serious water damage, equipment failures, business interruption and other damages. Benco shall not be responsible for any such damages and Purchaser agrees to fully indemnify, defend and hold Benco harmless for any warranty claim or liability to persons or property, in the event Purchaser fails to properly install water pressure reduction valves and/or fails to deactivate all shut-off valves at the end of each workday.
3. There will be an installation fee for all equipment / software that was not purchased from Benco.
4. Purchaser is solely responsible for any software upgrades that may be required.
5. Any requested manufacturer equipment training will be scheduled by the manufacturer's representative, post installation.

F. MOVING

1. Within present location, Benco will disconnect, move, and reconnect existing equipment. Billing for parts and labor will be at Benco's prevailing rates.
2. Purchaser must hire a professional moving company to move existing equipment from one location to another. Benco will disconnect present equipment and reconnect equipment at the new location. Billing for parts and labor will be at Benco's prevailing rates.
3. Due to the delicate nature of dental equipment that has been in operation (ex. in-line sediment that collects in water lines, electrical connections, worn seals, etc.), it is possible that disconnection, relocation and reconnection of dental equipment may result in damage to or malfunction of such dental equipment. While Benco will use its best efforts to avoid any such damage, Benco shall not be responsible for any damage to or malfunction of Purchaser's dental equipment which occurs during or as a result of disconnection, relocation and reconnection.
4. If it is necessary for Benco Dental to remove old equipment from the dental office, the Purchaser understands and agrees that unless he/she requests in writing that specific dental equipment be saved, the equipment will be disposed of and Benco Dental will not be able to recover such dental equipment. Additional charges for disposal of equipment may apply.

G. FORCE MAJEURE

1. Delays, failures or additional expenses caused by FORCE MAJEURES such as fire, flood, strike, labor disputes, civil or military actions, etc. are purchaser's sole responsibility.

H. DISPUTES

1. All disputes relating to this contract and/or the purchase, delivery, installation, and operation of the equipment shall be tried in a court of competent jurisdiction in Luzerne County, Pennsylvania pursuant to Pennsylvania law notwithstanding its choice of law provisions. Subject to the limitations set forth in Section C.3 above, the prevailing party in such litigation shall be entitled to attorney's fees, costs and interests on any amounts owed.

I have read and agree to the above terms and conditions. Initials: _____

Disclaimer and Performance Waiver

∞ Disconnecting and Reconnecting of Dental Equipment

Due to the delicate nature of dental equipment that has been in operation; i.e. in-line sediment that collects in water lines, electrical connections, worn seals, etc., it is possible that disconnection and reconnection of dental equipment may result in damage to or malfunction of such dental equipment. While Benco pledges to use its best efforts to avoid any such damage, Benco Dental shall not be responsible for any damage to or malfunction of customer's dental equipment, which occurs during or as a result of disconnecting and reconnecting.

∞ Moving

Customer is responsible for retaining the services of a professional moving company to move existing equipment from one location to another. Benco will disconnect the equipment that is to be relocated and reconnect this equipment at the new location. Billing for any parts and labor associated with the disconnect / reconnect will be at Benco's prevailing rates.

∞ Equipment Installation - Water Filter Shut off Valve required

Benco requires the installation and proper use and maintenance of a water pressure reduction valve and master water filter shut-off valve on all water lines that supply dental equipment. Failure to install proper water pressure reduction valves and shut off devices, as well as failure to properly deactivate the shut-off valves on a daily basis, may result in serious water damage, equipment failures, business interruption and other damages. Benco shall not be responsible for any such damages and customer agrees to fully indemnify, defend and hold Benco harmless for any warranty claim or liability to persons or property, in the event that customer fails to properly install water pressure reduction valves and/or fails to deactivate all shut-off valves at the end of each workday. In the event of a water loss if it is to be contended that Benco is responsible in any matter whatsoever, the customer must notify Benco immediately and permit Benco to inspect the cause of water loss prior to repair. Benco shall inspect the cause within one business day.

∞ Disposal of existing/old dental equipment

If it is necessary for Benco Dental to remove old equipment from the dental office, the customer understands and agrees that unless he/she requests in writing below that specific dental equipment be saved, the equipment will be disposed of and Benco Dental will not be able to recover such dental equipment. The customer can not hold Benco Dental liable for the disposal of such dental equipment. Additional charges for disposal of equipment will apply.

Equipment to be retained and turned over to customer :(Fill in equipment list here)

I have read, understand and agree to all of the terms and conditions within this disclaimer/waiver.

Customer Signature: _____ **Date:** _____

Dental equipment is fragile. Carelessly moving existing unboxed equipment may lead to future malfunctions. It should ONLY be transported by licensed, insured professional movers.

Benco Dental
295 Centerpoint Blvd
Pittston, PA 18640
http://www.benco.com

Equipment Sales Agreement

Ref No:	2975
Purchase Order:	00002975
Printed On:	8/3/2018
Prices Firm Until*:	8/25/2018

*Prices subject to change with manufacturer price changes

Customer Information

96367840 - WILLIAMSON COUNTY SHERIFF'S OF
508 S ROCK ST
GEORGETOWN, TX 78626-5604
512-943-5215

Installation Address

1 - WILLIAMSON COUNTY SHERIFF'S OF
306 W 4TH ST
GEORGETOWN, TX 78626-4906
512-943-5215

Benco Information

Equipment Specialist:	Paul Thompson (S)
Sales Representative:	Jamie Bolton (A)
	512-954-0737

Requested Installation Date

9/14/2018

You may move forward your Requested Installation Date up to 45 days prior to the initial Requested Date. Changes or cancellations to this Equipment Order may result in additional charges or fees. See terms and conditions on reverse.

Qty	Item #	Mfgr	Item Description	Retail	Net Price	Ext Price
			Patient Dental Chair with delivery units and stools			
1	3939-866	ENGLE	300 SERIES WIDEBACK CHAIR *UPHOLSTERY COLOR: tbd*	$6,995.00	$5,657.72	$5,657.72
1	4701-708	ENGLE	UPHOL UL SEAMELESS COMPLETE KT	$600.00	$0.00	$0.00
1	4508-052	ENGLE	360 AUTO CTRL DELIV SYS L/R	$5,395.00	$2,495.59	$2,495.59
1	5240-599	ENGLE	Touchpad Assembly Standard E300	$425.00	$0.00	$0.00
1	4197-120	ENGLE	360 ASST VACUUM DELIV SYS SURF	$1,995.00	$735.29	$735.29
1	4970-669	ENGLE	E300 LED LIGHT SYSTEM	$3,095.00	$1,839.34	$1,839.34
1	4534-327	ENGLE	STOOL DRS DELUXE *UPHOLSTERY COLOR: tbd*	$895.00	$728.57	$728.57
1	4534-336	ENGLE	STOOL ASSISTANT DELUXE *UPHOLSTERY COLOR: tbd*	$995.00	$823.53	$823.53
			Mechcanical Room			
1	3887-225	MIDMA	P21 OIL-LESS COMP 115V 1-3USR	$6,755.00	$4,221.88	$4,221.88
1	3925-031	MIDMA	CLASSIC PUMP 1HP 3U NO RECY	$3,115.00	$1,946.88	$1,946.88
1	1810-417	MIDMA	MASTER CTRL PANEL AIR/VAC/H20	$399.00	$249.38	$249.38
			SURGICAL HANDPIECE			
1	1915-788	PALIS	IMPACT AIR 45® #403 Highspeed Handpiece 4 Hole	$879.00	$761.90	$761.90
			STERILIZATION *Autoclave and Ultrasonic Cleaner*			
1	2198-169	MIDMA	M11 UltraClave® Automatic Sterilizer 115V	$8,309.00	$5,815.44	$5,815.44
1	5179-595	MIDMA	QUICKCLEAN 1.2GAL TABLETOP UNT	$1,400.00	$1,031.43	$1,031.43

Subtotal :	$26,306.95
Freight :	$490.28
Tax :	$0.00
Total Invested :	$26,797.23

I have carefully reviewed the terms described above and stipulate that both the model numbers and pricing are correct and as agreed upon. I accept this agreement as presented or with the changes indicated above.

Benco Representative | *Purchaser* | *Date*

Commissioners Court - Regular Session **66.**

Meeting Date: 09/18/2018

Awarding IFB # 1807-250 Hutto Farm Lease 135 Acre

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1807-250 Landfill Farm Lease Hutto - 135 Acre Tract to the overall best bidder, Jerry Roznovak and Nadine Johnson and authorizing execution of the Farm Lease Agreement.

Background

Purchasing solicited sealed bids for the Hutto Landfill Farm Lease 135 Acre Tract. Invitations were sent to 1,150 potential bidders and was viewed by 15 potential bidders; 2 bids were received. After evaluation of the bids received, it was determined that Jerry Roznovak and Nadine Johnson returned the overall best bid in the amount of $8,775.00 per year or $65.00 per acre.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 11:56 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Thomas Skiles		Started On: 09/12/2018 08:33 AM
Final Approval Date: 09/13/2018		

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and **Jerry Roznovak and Nadine Johnson**, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately **135 acres**, more or less, situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" and "A-1" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be five (5) years, commencing on the 1st day of October, 2018 (the "Commencement Date") and terminating on the 30th day of September, 2023 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: **October 1, 2018 to September 30, 2019 (12 months)**

Second Lease Period: **October 1, 2019 to September 30, 2020 (12 months)**

Third Lease Period:	**October 1, 2020 to September 30, 2021 (12 months)**
Fourth Lease Period:	**October 1, 2021 to September 30, 2022 (12 months)**
Fifth Lease Period:	**October 1, 2022 to September 30, 2023 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of **$8,775.00** (approximately 135 acres at $65.00 per acre) for each twelve (12) month lease period.

B. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before September 30th.

C. **Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand,

shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that

Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within

such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL

AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such

taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is

determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Lessee:

By: J W Rozmovik

Printed Name: Jerry W. Rozmovik

Address: 3051 C R 101
Hutto, Tx 78634

Exhibit "A-1"

Commissioners Court - Regular Session **67.**

Meeting Date: 09/18/2018

Awarding IFB # 1807-249 Hutto Farm Lease 100 Acre

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1807-249 Landfill Farm Lease Hutto - 100 Acre Tract to the overall best bidder, Fischer Farming and authorizing execution of the Farm Lease Agreement.

Background

Purchasing solicited sealed bids for the Hutto Landfill Farm Lease 100 Acre Tract. Invitations were sent to 1,150 potential bidders and was viewed by 20 potential bidders; 2 bids were received. After evaluation of the bids received, it was determined that Fischer Farming returned the overall best bid in the amount of $8,000.00 per year or $80.00 per acre.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 11:52 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Thomas Skiles		Started On: 09/12/2018 08:43 AM
Final Approval Date: 09/13/2018		

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and **Randall Fischer - Fischer Farming**, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately **100 acres**, more or less, situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" and "A-1" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be five (5) years, commencing on the 1st day of October, 2018 (the "Commencement Date") and terminating on the 30th day of September, 2023 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: **October 1, 2018 to September 30, 2019 (12 months)**

Second Lease Period: **October 1, 2019 to September 30, 2020 (12 months)**

Third Lease Period: **October 1, 2020 to September 30, 2021 (12 months)**

Fourth Lease Period: **October 1, 2021 to September 30, 2022 (12 months)**

Fifth Lease Period: **October 1, 2022 to September 30, 2023 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of **$8000.00** (approximately 100 acres at $80.00 per acre) for each twelve (12) month lease period.

B. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before September 30th.

C. **Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand,

shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that

Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within

such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL

AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such

taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is

determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Lessee:

By: Randall Fisher

Printed Name: Randall Fischer

Address: 1057 Power Landing
Salado Tx 76571

Exhibit "A-1"

Approximately 100 acres of land, more or less, being out of both the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas (the "Premises"). The boundary of the Premises is identified and depicted in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes.

Exhibit "A-1"

Commissioners Court - Regular Session **68.**

Meeting Date: 09/18/2018

Emergency exemption Jail Heart Monitor

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying purchase of Zoll Defibrillator, R Series ALS and equipment in the amount of $23,092.38 from McKesson Medical Surgical, Inc. and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(3).

Background

The bursting of a 3” water line over the medical exam room was an unforeseen circumstance that the resulting damage and state of the exam room called for immediate action and thus was clearly an emergency. Initially, the Correction Department was under the understanding that the replacement items would be purchased with insurance proceeds and as long as the same or similar equipment was being replaced, no bidding would be required. Furthermore, due to the nature of this equipment being so specialized and the understanding that this equipment might not be available from the current manufacturer, no three quotes were obtained. Additionally, since the purchases are being paid by insurance proceeds paid by the contractor’s insurance, the County had to wait until the claims process was completed which caused the delay in this purchase being reported as an emergency exemption from the bidding process. Funding Source: 01.0100.0570.005000

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Justification

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 11:58 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Kerstin Hancock		Started On: 09/12/2018 08:57 AM
Final Approval Date: 09/13/2018		

From: Randolph Doyer
To: Kerstin Hancock
Cc: Randy Barker
Subject: Flood damage
Date: Thursday, September 6, 2018 4:44:53 PM

Kerstin,

The bursting of a 3" water line over the medical exam room was an unforeseen circumstance that the resulting damage and state of the exam room called for immediate action and thus was clearly an emergency. Initially, the Correction Department was under the understanding that the replacement items would be purchased with insurance proceeds and as long as the same or similar equipment was being replaced, no bidding would be required. Furthermore, due to the nature of this equipment being so specialized and the understanding that this equipment might not be available from the current manufacturer, no three quotes were obtained.

Additionally, since the purchases are being paid by insurance proceeds paid by the contractor's insurance, the County had to wait until the claims process was completed which caused the delay in this purchase being reported as an emergency exemption from the bidding process.

Sincerely,

Randolph Doyer

Bureau Chief
Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626
(512) 943-1300

Flood 5

0100 0570 005000
Inv # 116741

McKESSON
Empowering Healthcare

Order Acknowledgmen

McKesson Medical-Surgical **Customer Svc Phone: (800) 545-5097** **Customer Svc Fax: (844) 885-4597**	**Sheriff's Office/jail 512-943-1370** **Williamson County** **306 West 4th St** **Georgetown, TX 78626** **Account Number: 3515065** **Ship To Number: 3887041**

PO Num	Order Total	Header Comment
	$23,092.38	

Item Num	Qty	UOM	Vendor Abbr	Catalog Num	Full Item Desc	Price	Ext Price
681537	4	EA	Zolmed	8019-0535-01	Battery, Lithium Ion Sure Pwr R-Series	$403.75	$1,615.00
738728	1	EA	Zolmed	8050-0030-01	Charging Station, Sure Power System Zolmed	$1,933.75	$1,933.75
1091550	1	KT	Zolmed	8000-0895	Cuff, Bp Thigh Adlt Sz Sm/lg	$133.88	$133.88
1112294	1	EA	Zolmed	30740005201310012	Defibrillator, R Series Als	$19,409.75	$19,409.75

Commissioners Court - Regular Session **69.**

Meeting Date: 09/18/2018

15RFP renewal 1 with Symetra Life Insurance Company

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract 15RFP125 with Symetra Life Insurance Company for the Group Insurance Health Related Services for Life, AD&D, and Disabilitiy, for the same pricing, terms and conditions as the existing contract for the term of 01/01/19 - 12/31/19.

Background

This is the 1st renewal for the contract for Group Health Related Insurance coverages, including Life, AD&D, and Disability. This is funded under the GL#01.0885.0885.004058, Group Life Premiums and budgeted for $18,500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Symetra rate renewal letter

15RFP125 renewal 1 Symetra Life Insurance Company

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 04:05 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:35 AM
Form Started By: Dianne West		Started On: 09/12/2018 12:37 PM
Final Approval Date: 09/13/2018		

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
P.O. Box 34690
Seattle, WA 98124-1690

Phone: (800) 426-7784
Fax: (866) 348-0058
TT/TTY (800) 833-6388 (Deaf/HH only)

Benefit Administrator
Williamson County
301 SE Inner Loop, Suite 108
Georgetown, TX 78626

Re: Policy 01-016850-00
January 01, 2019

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

Effective January 1st, 2019 your renewal rates are as follows: :

	Lives	Volume	Current Rates	Renewal Rates
Basic Life	1766	$16,955,500.00	$0.030	$0.030
Basic AD&D	1668	$16,465,500.00	$0.020	$0.020
Basic Dependent Life	1193	1,193	$0.540	$0.540
Supplemental Employee Life	1041	$95,758,000.00	Step-rates*	Step-rates*
Supplemental Spouse Life	585	$19,715,500.00	Step-rates*	Step-rates*
Supplemental Child Life	571	$5,710,000.00	$0.054	$0.054
Supplemental Employee AD&D	1041	$95,758,000.00	$0.020	$0.020
Voluntary Long Term Disability Insurance	918	$4,148,383.31	Step-rates*	Step-rates*
Voluntary Short Term Disability Insurance	408	$239,804.02	Step-rates*	Step-rates*

	Current Monthly Premium	Renewal Monthly Premium	Percent Change
Basic Life	$508.67	$508.67	0%
Basic AD&D	$329.31	$329.31	0%

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Basic Dependent Life	$644.22	$644.22	0%
Supplemental Employee Life	$22,871.49	$22,871.49	0%
Supplemental Spouse Life	$3,867.49	$3,867.49	0%
Supplemental Child Life	$308.34	$308.34	0%
Supplemental Employee AD&D	$1,915.16	$1,915.16	0%
Voluntary Long Term Disability Insurance	$16,054.43	$16,054.43	0%
Voluntary Short Term Disability Insurance	$12,837.58	$12,837.58	0%

- Life and AD&D rates are based on per $1,000
- Basic Dependent Life rates are based on per family unit
- Long Term Disability rates are quoted as % of total covered payroll
- Short Term Disability rates are quoted as per $10 of weekly covered benefit

- All renewal rates are guaranteed for 2 years from the date shown above.

If you have any questions regarding this renewal information, please contact me or Holmes Murphy. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

Rachel Stetzer
Regional Account Manager
972-234-7166
Symetra

3/2/2018
date

cc: Holmes Murphy

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SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number:	01-016850-00
Policyholder:	Williamson County
Effective Date of Premium Rates:	January 01, 2019

Coverage	**Monthly Rate**
Basic Life	$0.030
Basic AD&D	$0.000
Basic Dependent Life	$0.540
Supplemental Employee Life	Step-rates*
Supplemental Spouse Life	Step-rates*
Supplemental Child Life	$0.054
Supplemental Employee AD&D	$0.020
Voluntary Long Term Disability Insurance	Step-rates*
Voluntary Short Term Disability Insurance	Step-rates*

- Life and AD&D rates are based on per $1,000
- Basic Dependent Life rates are based on per family unit
- Long Term Disability rates are quoted as % of total covered payroll
- Short Term Disability rates are quoted as per $10 of weekly covered benefit

Supplemental Employee Life Step-rates are as follows:

	Current:	**Renewal:**
Age	**Rate per $1,000**	**Rate per $1,000**
< 25	$0.086	$0.086
25-29	$0.086	$0.086
30-34	$0.086	$0.086
35-39	$0.108	$0.108
40-44	$0.151	$0.151
45-49	$0.218	$0.218
50-54	$0.324	$0.324
55-59	$0.542	$0.542
60-64	$0.599	$0.599
65-69	$0.997	$0.997
70-74	$1.748	$1.748
75 +	$6.546	$6.546

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Supplemental Spouse Life Step-rates are as follows:

	Current:	Renewal:
Age	Rate per $1,000	Rate per $1,000
< 25	$0.056	$0.056
25-29	$0.056	$0.056
30-34	$0.056	$0.056
35-39	$0.078	$0.078
40-44	$0.121	$0.121
45-49	$0.188	$0.188
50-54	$0.294	$0.294
55-59	$0.512	$0.512
60-64	$0.569	$0.569
65-69	$0.967	$0.967

Voluntary Long Term Disability Insurance Step-rates are as follows:

	Current Rates:	Renewal Rates:
Age	Rate per $100 of Monthly Covered Payroll	Rate per $100 of Monthly Covered Payroll
< 25	$0.111	$0.111
25-29	$0.111	$0.111
30-34	$0.139	$0.139
35-39	$0.194	$0.194
40-44	$0.278	$0.278
45-49	$0.435	$0.435
50-54	$0.593	$0.593
55-59	$0.648	$0.648
60-64	$0.694	$0.694
65-69	$0.796	$0.796
70-74	$1.037	$1.037
75 +	$1.037	$1.037

Voluntary Short Term Disability Insurance Step-rates are as follows:

	Current:	Renewal:
Age	Rate per $10 of Monthly Covered Benefit	Rate per $10 of Monthly Covered Benefit
< 25	$0.560	$0.560
25-29	$0.560	$0.560
30-34	$0.640	$0.640
35-39	$0.600	$0.600
40-44	$0.470	$0.470
45-49	$0.440	$0.440
50-54	$0.480	$0.480

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55-59	$0.530	$0.530
60-64	$0.640	$0.640
65-69	$0.710	$0.710
70-74	$0.930	$0.930
75 +	$0.930	$0.930

Rates will be guaranteed until December 31st, 2020 unless there is a change in benefits, eligibility, or an Associated Company is added.

Premium rate adjustments due to change in age are effective on the policy anniversary following the date of change.

SYMETRA LIFE INSURANCE COMPANY

Margaret Meister

BY: Margaret Meister, President

Date: 3/2/2018

Instructions: (1) Use these rates beginning on the effective date shown above.
(2) Retain this Premium Rate Notice with your policy.

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SYMETRA®
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

Please Note: Death benefits will be reduced if accelerated benefits are paid.

Class 1

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SYMETRA
RETIREMENT | BENEFITS | LIFE

CERTIFICATE OF INSURANCE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder:	Williamson County
Policy Number:	01 016850 00
Policy Effective Date:	January 1, 2016
Policy Anniversary Date:	January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

Michael Fry, Executive Vice President

Thomas M. Marra, President

A note on capitalization in this certificate:
Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

Certificate Face Page
Schedule of Insurance
Definitions
Eligibility and Enrollment
Period of Coverage
Benefits
General Provisions

Symetra ® is a registered service mark of Symetra Life Insurance Company.

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Human Resources
Vendor Name:	Symetra Life Insurance Company		
Vendor Address:	P O Box 34690, Seattle, WA 98124-1690		
Purpose/Intended Use of Product or Service (summary):			
Group Insurance Coverages-Health Related Services – Life, AD&D, Disability			
P.O./Contract Number:	15RFP125	**Effective Date:**	01/01/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/31/2019
Requested By:	Shelley Loughrey, Director of Benefits Administration		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. Symetra rate renewal letter, dated January 01, 2019, is attached and subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	January 1, 2019 – December 31, 2019
Initial Contract Period	January 1, 2016 – December 31, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Symetra Life Insurance Company

Name Rachel Stetzer

Title Regional Account Manager

Signature _____

Date 8/23/2018

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **70.**

Meeting Date: 09/18/2018

Amendment to the current agreement between Pictometry and Williamson County dated June 15, 2016

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 amending the current agreement between Pictometry International Group and Williamson County that gives ownership of the ortho aerial images, at no additional cost, which allows for non-licensed distribution to outside agencies, and authorizing the execution of the agreement.

Background

The proposed amendment will allow the county to share the ortho deliverables with engineering companies and the public. Currently we must facilitate a license agreement between engineering companies and Pictometry to share the ortho images in projects/exhibits including Road Bond. Adding the amendment to our current contract will eliminate the need for future license agreements between Pictometry and our vendors saving the County time and effort.
George Strebel is the Point of Contact, the cost of the entire project as indicated in the inital agreement is $24,658. This amendment will not increase the cost of this project. The funding source and which fiscal year/budget this was approved for: Proj. 366P; Award 366A; Task 3.1

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

Amendment to Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/13/2018 09:54 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 09:54 AM
Form Started By: Johnny Grimaldo		Started On: 09/12/2018 02:41 PM
Final Approval Date: 09/13/2018		

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND WILLIAMSON COUNTY ("Customer")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, Texas 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: Contract Administration
Phone: (512) 943-1474 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME: Dan A Gattis	**NAME:** Linda R. Salpini
TITLE: County Judge	**TITLE:** Senior Vice President, Finance
DATE: 06-09-2016	**EXECUTION DATE:** 4/26/16
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C184260

BILL TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	MThom	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along	$0.00		$0.00

		with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$6,164.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – SECOND PROJECT	$6,164.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	$450.00	$405.00 (10%)	$3,645.00

		0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
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1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – THIRD PROJECT	$6,164.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this	$750.00	$562.50 (25%)	$562.50

		product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FOURTH PROJECT	$6,164.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$24,658.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

SECOND PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

THIRD PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

FOURTH PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – SECOND PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – THIRD PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – FOURTH PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – SECOND PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – THIRD PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – FOURTH PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: TX Williamson (Primary)

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – FOURTH PROJECT

Geofence: TX Williamson

RapidAccess—Disaster Response Program (DRP)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
1.2 You may not make the Online Services available to any other party.
1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will your authorize or permit any user of the WVO Services to do so.

1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.

1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.

1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.

1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Capture Contingency: The Projects set forth in this Agreement do not meet Pictometry's minimum stand-alone project size. Therefore, notwithstanding anything herein to the contrary, Pictometry's obligation to complete each of the Projects set forth in this Agreement is contingent upon Pictometry's completion of an image capture scheduled for Williamson Central Appraisal District or another customer in close proximity to the Williamson County capture area ("Additional Capture"). In the event that an Additional Capture does not occur with respect to each Project set forth in this Agreement, Pictometry is under no obligation to complete such Project.

4. Non-appropriation of Funds: If, for any fiscal year, the funds required to make the payment due under the terms of this Agreement have not been appropriated and such non-appropriation is memorialized in a Budget Order entered by the Williamson County Commissioners Court, Customer shall provide Pictometry with written notice of such non-appropriation of funds by October 1, 2016 with respect to the First Project and by October 1st of each subsequent year during the four-year project cycle of this Agreement.

In the event such non-appropriation of funds occurs:

a. This Agreement shall become void with respect to the project for which funds have not been appropriated and all subsequent projects set forth in Section A of this Agreement;

b. All terms and conditions with respect to any projects set forth in Section A of this Agreement that have been completed prior to such non-appropriation of funds shall remain in full force and effect; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

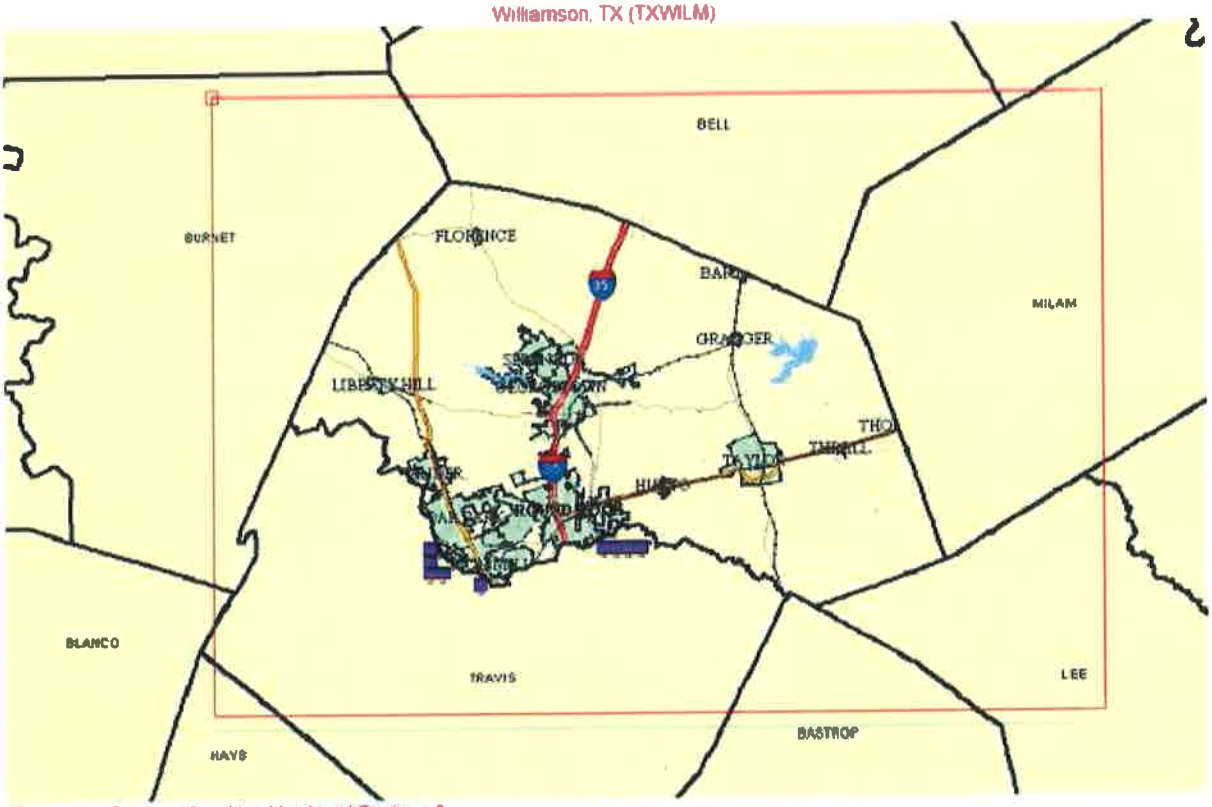
5. Payments Pursuant to Texas Government Law: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

6. Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP

Williamson, TX (TXWILM)



Community Sectors 0 Neighborhood Sectors 9

DocuSign Envelope ID: 21409989-FFBC-470B-859E-6C5ED509695F

AMENDMENT TO AGREEMENT DATED JUNE 15, 2016 BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND WILLIAMSON COUNTY, TX ("CUSTOMER")

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated June 15, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:

   a. As of the Effective Date of this Amendment, the following shall be added to Section C of the Agreement:

   "7. Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Such orthogonal imagery shall not constitute Delivered Content for purposes of this Agreement. As such, Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. As such Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata), online services, and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content, Online Services, Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content, Online Services, and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement."

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, TX 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: General Counsel
Phone: (512) 943-1474	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
WILLIAMSON COUNTY, TX	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:** DocuSigned by: Brian Brockmann 919C59280FF1419...
NAME:	**NAME:** Brian Brockmann
TITLE:	**TITLE:** Corporate Vice President
DATE:	**EXECUTION DATE:** 9/6/2018
	DATE OF RECEIPT (EFFECTIVE DATE):

Commissioners Court - Regular Session **71.**

Meeting Date: 09/18/2018

Authorize issuing RFQ 1809-258 Pond Springs Road Drainage Study

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Pond Springs Road Drainage Study, under RFQ #1809-258.

Background

Williamson County is seeking qualified engineering firms to provide design engineering services to assist Williamson County Road Bond Program staff in a drainage study to evaluate flooding issues along Pond Springs Road corridor near Roxie Drive.
Estimated cost is $500,000. The point of contract is HNTB and the funding code is P309.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ 1809-258 Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/13/2018 09:55 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:44 AM
Form Started By: Johnny Grimaldo		Started On: 09/12/2018 02:53 PM
Final Approval Date: 09/13/2018		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Pond Springs Road Drainage Study

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Nov 2, 2018 3:00:00 PM CDT
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Nov 2, 2018 3:00:00 PM CDT

Notice is hereby given that sealed Qualifications 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 Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

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.

- ✓ If mailed or delivered in person, Qualifications and Qualification 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 RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1809-258
Pond Springs Road Drainage Study

Bid Number	1809-258
Bid Title	Pond Springs Road Drainage Study
Bid Start Date	In Held
Bid End Date	Nov 2, 2018 3:00:00 PM CDT
Question & Answer End Date	Oct 26, 2018 4:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing design engineering services to assist Williamson County Road Bond Program staff in a drainage study to evaluate flooding issues along the Pond Springs Road Corridor new Roxie Drive. The area of Study is generally bounded by US 183 to the west, Anderson Mill Road to the north, Pond Springs Road to the east, and Hunters Chase rive to the South**

Item Response Form

Item	**1809-258--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all documents to this line

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____, _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed 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. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

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

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer 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. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, 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
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "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 Engineer to perform one or more tasks of the 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 Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. 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 Engineer'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 Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer 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 Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the 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 Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of 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, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer 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 Engineer agrees to accept up to the amount shown below as full compensation for the 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 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 _____ **Dollars ($_____)** (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 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 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 Engineer shall receive compensation for only actual fees and costs of the 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 Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the 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 Engineering Services shall be an absolute condition of payment.

Engineer 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 Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor 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 Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. 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 Engineering Services performed. Engineer 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 Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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 Engineer 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.

Engineer 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 Engineer 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 Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor 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 Engineer 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 ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer 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. Engineer 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:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 otherwise granted such authority by the Williamson County Commissioners Court.

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

_____
_____
_____
_____, _____ _____

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 Engineer's Designated Representative on behalf of Engineer 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 Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

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

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the 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 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 Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer 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 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 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, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the 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 Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer 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 Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer 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 Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional 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 Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to 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 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 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 "Engineering Work Products") prepared by Engineer 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 Engineer'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 Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer'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. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the 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 Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's 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 Engineer 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 Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the 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, Engineer 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 Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

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

F. County's Reliance on Engineer. ENGINEER'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 ENGINEER 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 ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

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 Engineer, as a consequence of failure by Engineer to perform the 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 Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the 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 Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the 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 Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the 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

ENGINEER 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 A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER 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 ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'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 ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'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 ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER 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 ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer'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. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer 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, Engineer 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 Engineer 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. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 Engineer, 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 Engineer, Engineer 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.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer 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: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

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 Engineer shall be borne solely by Engineer, 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 Engineer 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. Engineer 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
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the 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. Engineer 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer 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:	Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver
and to:	HNTB 101 East Old Settlers Boulevard, Suite 100 Round Rock, TX 78664 Attn: Richard Ridings, P.E.
and to:	Office of General Counsel Williamson County 710 Main Street, Suite 102 Georgetown, Texas 78626

Engineer: _____
_____
_____
_____, _____ _____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the 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. Engineer 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 Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer 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 engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer'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 Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer 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 Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer'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. Engineer 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 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.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer 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, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 Engineer 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 Engineer'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 Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer 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 Engineer 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 Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer 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 Engineer, 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_____

ENGINEER

_____

By_____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** 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 Engineer and 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.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
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 _____ _____ the _____ of _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

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 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 "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 _____.

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 _____ ____, 20_____. 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:
[Insert Company Name HERE]	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 Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

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

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

Request for Qualifications

1. Project Description

Williamson County is soliciting qualifications of engineering firms interested in providing design engineering services to assist Williamson County Road Bond Program staff in a drainage study to evaluate flooding issues along the Pond Springs Road Corridor near Roxie Drive. The area of study is generally bounded by US 183 to the west, Anderson Mill Road to the north, Pond Springs Road to the east, and Hunters Chase Drive to the south.

2. Scope of Services

Professional services include but are not limited to hydrologic and hydraulic engineering services to evaluate the existing drainage conditions and provide alternatives and recommended solutions to alleviate flooding along the corridor, prepare preliminary conceptual designs, determine right of way and/or easement requirements and prepare estimates of probable cost. Acquisition of right of way and/or easements and utility coordination will not be required on this contract.

A map titled “Pond Springs Rd. at Roxie Dr. Drainage Study” which shows the proposed project area is enclosed.

3. Evaluation Criteria

Each Statement of Qualification (SOQ) received in response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. This is subject to modification based upon the actual proposal criteria.

Pass/Fail Criteria
To be considered for evaluation, all interested firms must have at least one office located within Texas and licensed to practice in the state of Texas. A statement indicating this must be included in the transmittal letter.

Evaluation Criteria

Evaluation Criteria	**Maximum Score Points**
Project Manager's Experience/Qualifications	25
Individuals on Project Team's Experience/Qualifications with all Aspects of Drainage Design	25
Availability of Project Manager, Task Leads and Relevant Staff	25
Understanding of Project	25
TOTAL EVALUATION POINTS	100

Note: Please ensure your response fully addresses each criterion listed above within your SOQ.

4. Selection Process
Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm for final recommendation.

5. Compensation Information & Fees
The top-ranking respondent for the particular project, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

6. Statement of Qualifications Format

The specific requirements for the format of your SOQ are listed below:

a. Page Content:

1. **Page one**: A one (1) page, single sided, transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. **Page two:** Provide an organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. The chart should not be larger than a single 11”x17” page, and will count as one page of the proposal.
3. **Page three**: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued November of 2018.
4. **Page four**: Provide information regarding the project manager’s experience, knowledge, skills and abilities as they relate to roadway drainage projects.
5. **Page five**: Provide information regarding your understanding of the project and proposed improvements.
6. **Appendix A**: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered nonresponsive.** There is no limit to the number of resumes submitted; however, each resume submitted shall not exceed four (4) single-sided pages per individual.
7. **Appendix B**: Conflict of Interest Statement

b. Statements of Qualifications are to meet the following requirements:

- Minimum font size for text is 12-pitch, except on exhibits where a minimum font size of 8 is permissible.

If hard copies are submitted, submit one (1) individually bound original of the respondent's/team's response, and one PDF file of the SOQ on USB flash drive.

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: Johnny Grimaldo, CPPB Purchasing Specialist III, 512-943-1553. Include the RFQ number and the description of the project. All** SOQs must be received in the Williamson County Purchasing Department located at 901 South Austin Avenue, Georgetown, Texas 78626 or electronically through Bidsync.com **no later than 3:00PM on Friday, November 2, 2018.**

7. Type of Contract

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County BidSync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

8. Questions Concerning this RFQ

All questions concerning this RFQ must be input into http://www.bidsync.com. For further assistance, all communications shall be directed to Kerstin Hancock, at khancock@wilco.org. Please reference the RFQ number on the email subject line. Once the RFQ is released, no communications regarding this RFQ are permitted with any County Personnel other than those of Williamson County Purchasing Department.

Questions will be accepted until **5:00PM on Friday, October 26, 2018** via BidSync.

9. Late Submissions

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time stamp prior to the closing deadline to qualify.

10. Respondent's Acceptance

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

11. Texas Public Information Act

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

12. Commitment

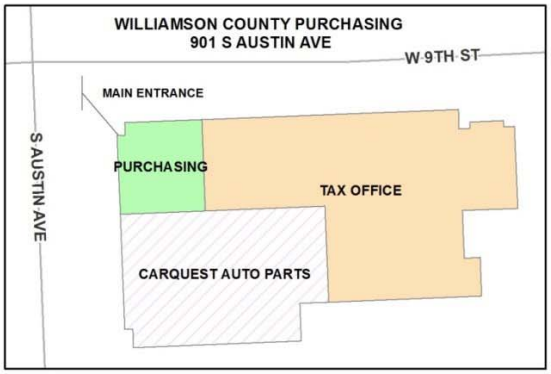
Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

13. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.

Williamson County Purchasing

Address:

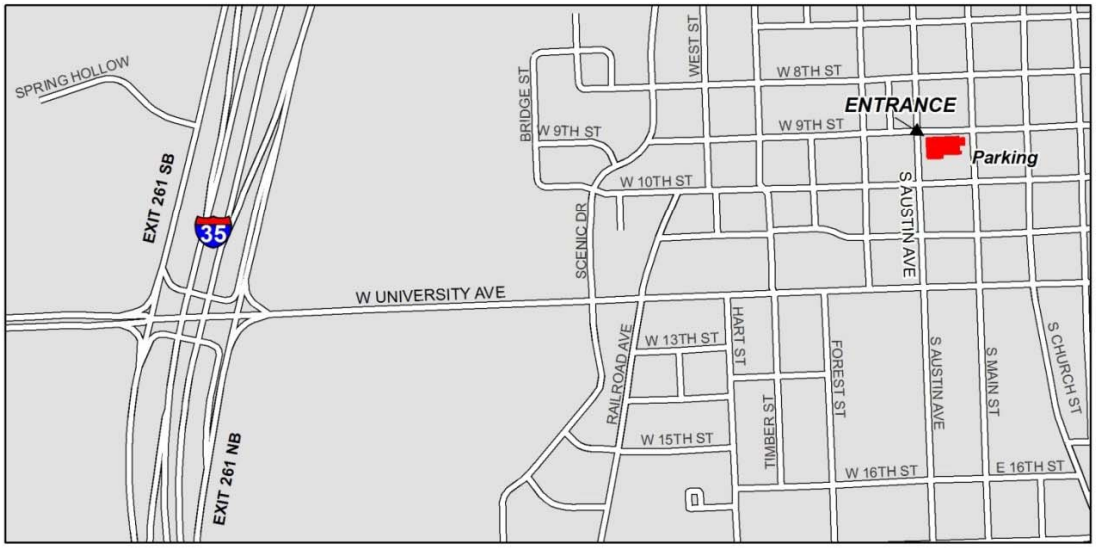
901 S Austin Ave
Georgetown, TX 78626



Directions:

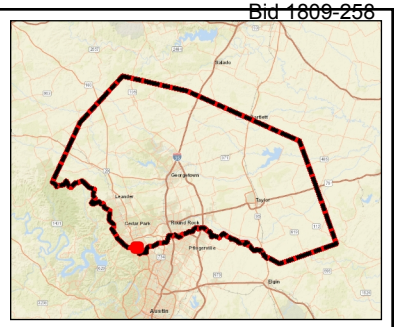
From South (Austin, Round Rock)
Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)
Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



WILLIAMSON COUNTY

Pond Springs Rd at Roxie Dr Drainage Study



Legend

- County Boundary
- Address
- Wilco Roads
- Private Roads
- Streets
- Trails
- WCAD Parcels
- Lake24k NHD
- River24k NHD

Notes

0.2 0 0.12 0.2 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.; Williamson County, Texas 2015

Layout: 8.5 X 11 inches

This map and data are for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

THIS MAP IS NOT TO BE USED FOR NAVIGATION Created: 08/15/2018

Question and Answers for Bid #1809-258 - Pond Springs Road Drainage Study

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **72.**

Meeting Date: 09/18/2018

Vehicle and Equipment Parts Exemption

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving annual request to exempt from competitive bidding/proposal requirements pursuant to Tex.Loc. Gov't Code $262024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY17/18 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption (see details on attached document):

1.Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:1.“PARTS” is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
2.“REPAIR SERVICES” is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
3.“VEHICLES” is defined as “Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV’s. etc.)”
4.“EQUIPMENT” is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

This process was reviewed in 2016 by Legal, Purchasing and Fleet and will remain in effect if re-approved. This exemption must be approved annually by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

exemption documentation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2018 05:01 PM
County Judge Exec Asst.	Wendy Coco	09/13/2018 08:36 AM
Form Started By: Kerstin Hancock		Started On: 09/12/2018 03:40 PM
Final Approval Date: 09/13/2018		

Randy Barker, CPPB, CPPO
PURCHASING AGENT / DIRECTOR

Vehicle and Equipment Repairs Exemption

9/12/18

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions to better clarify which items may be excluded as part of the exemption.

1. Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:
    a. **"PARTS"** is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    b. **"REPAIR SERVICES"** is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    c. **"VEHICLES"** is defined as "Motorized equipment not operating on rails (including cars, trucks, motorcycles, ATV's. etc.)"
    d. "EQUIPMENT" is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the $50K bidding threshold. However, this does not negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure "best value" is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to Commissioners Court for approval.

WILLIAMSON COUNTY PURCHASING
901 S. Austin Ave.
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

2. What about these items? Do they qualify under the exemption?
    a. Are the purchase of vehicles and equipment exempted?

        No. This exemption is for the *maintenance and repair* of county vehicles and equipment and does not include either the original purchase; or installation of accessories.

    b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    c. Oils, grease, other lubricants and fluids:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    d. Tires and tubes:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    e. Towing (of vehicles and equipment back to Wilco or another repair yard):

        This would qualify as a repair service under this exemption, since the service is needed "to return the Vehicles or Equipment back to its fully operational status". This type of towing would be exempted to "get our equipment home" and does not include towing of a car to be impounded by the Sheriff's Office since it is not property owned by the County OR being returned to fully operational status.

    f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

        These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

WILLIAMSON COUNTY PURCHASING
901 S. Austin Ave.
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

Commissioners Court - Regular Session **73.**

Meeting Date: 09/18/2018

Award IFB 1807-252 San Gabriel Ranch Road Bridge

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1807-252 San Gabriel Ranch Road Bridge to the lowest responsive bidder, A Greater Austin Development in the amount of $1,425,301.90.

Background

Williamson County received 10 bids and the IFB was viewed by 80 suppliers. The contractors bid of $1,425,301.90 is below the Engineer's Estimate, a cost savings of 27%. In addition to meeting the bid requirements, A Greater Austin Development Co. has performed similar work on other projects and received positive references from those contracted. Based on the low bid and previous quality of work, the County Engineer's Office recommends to the Commissioners' Court, awarding A Greater Austin Development Co. the San Gabriel Ranch Road Bridge project. The point of contact is Terron Evertson, P.E. and Funding Source: P439 FY2018

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation letter

Bid Tabulation

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/13/2018 09:56 AM
County Judge Exec Asst.	Wendy Coco	09/13/2018 10:44 AM
Form Started By: Johnny Grimaldo		Started On: 09/13/2018 09:28 AM
Final Approval Date: 09/13/2018		

September 7, 2018

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Randy Barker
Williamson County Purchasing Agent

Re: Williamson County Road and Bridge
San Gabriel Ranch Road Bridge
County Project No. 1807-252
Recommendation of Contractor Award

Dear Mr. Barker,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (A Greater Austin Development) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	A Greater Austin Development Co	$1,425,301.90
2.	Chasco Constructors	$1,479,474.00
3.	James Construction Group LLC	$1,599,836.26
4.	SB Contractors LLC	$1,647,398.00
5.	Austin Filter Systems, Inc.	$1,787,006.70
6.	Patin Construction LLC	$1,922,041.00
7.	Jordan Foster Construction, LLC	$1,944,283.00
8.	Capital Excavation	$1,976,996.00
9.	Winters Construction, Inc.	$2,560,656.00
10.	MAC, Inc	$2,565,813.00

The Contractor's bid of $1,425,301.90 is below the Engineer's Estimate, a cost savings of 27.0%.

In addition to meeting the bid qualifications, A Greater Austin Development Co. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,425,301.90 and the previous quality of work performed of a similar nature, the County Engineer's office recommends to the Commissioners Court, awarding A Greater Austin Development Co. the San Gabriel Ranch Road Bridge project.

Please feel free to contact our office with any questions.

Respectfully Submitted,

J. Terron Evertson, P.E.

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge
Commissioner Long, Williamson County, Pct. 2
Robert B. Daigh, Williamson County

Williamson County Department of Infrastructure
Bid #1807-252 - San Gabriel Ranch Road Bridge
Bid Tabulation
September 5, 2018

BID TABULATION

Bid Item	TxDOT Item	Description	Unit	Estimated Quantity	Engineer's Estimate		A Greater Austin Development		Chasco Constructors		James Construction		SB Contractors		Austin Filter Systems		Patin Construction		Jordan Foster		Capital Excavation		Winters Construction		MAC, Inc	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	500 6001	MOBILIZATION	LS	1	$87,000.00	$87,000.00	$142,500.00	$142,500.00	$140,000.00	$140,000.00	$158,000.00	$158,000.00	$160,000.00	$160,000.00	NO BID TABS		$95,000.00	$95,000.00	$186,200.00	$186,200.00	$196,000.00	$196,000.00	NO BID TABS		NO BID TABS	
2	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	210	$22.00	$4,620.00	$24.00	$5,040.00	$23.00	$4,830.00	$21.50	$4,515.00	$24.00	$5,040.00			$25.00	$5,250.00	$23.00	$4,830.00	$22.00	$4,620.00				
3	506 6011	ROCK FILTER DAMS (REMOVE)	LF	210	$8.00	$1,680.00	$6.70	$1,407.00	$5.00	$1,050.00	$6.00	$1,260.00	$9.00	$1,890.00			$25.00	$5,250.00	$7.00	$1,470.00	$6.00	$1,260.00				
4	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	645	$2.00	$1,290.00	$2.50	$1,612.50	$4.00	$2,580.00	$2.25	$1,451.25	$3.00	$1,935.00			$2.50	$1,612.50	$3.00	$1,935.00	$3.00	$1,935.00				
5	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	645	$0.60	$387.00	$0.56	$361.20	$0.50	$322.50	$0.50	$322.50	$1.00	$645.00			$1.00	$645.00	$0.60	$387.00	$1.00	$645.00				
6	100 6001	PREPARING ROW	AC	3.2	$10,000.00	$32,000.00	$4,000.00	$12,800.00	$24,000.00	$76,800.00	$20,000.00	$64,000.00	$6,500.00	$20,800.00			$5,000.00	$16,000.00	$26,000.00	$83,200.00	$60,000.00	$192,000.00				
7		Care of Water During Construction	LS	1	$50,000.00	$50,000.00	$1,700.00	$1,700.00	$25,000.00	$25,000.00	$70,000.00	$70,000.00	$80,000.00	$80,000.00			$3,500.00	$3,500.00	$9,500.00	$9,500.00	$6,500.00	$6,500.00				
8	496 6007	REMOV STR (PIPE)	LF	48	$25.00	$1,200.00	$22.50	$1,080.00	$20.00	$960.00	$14.12	$677.76	$22.00	$1,056.00			$20.00	$960.00	$30.00	$1,440.00	$30.00	$1,440.00				
9		ABANDON 30-INCH CMP	LS	1	$5,000.00	$5,000.00	$4,100.00	$4,100.00	$3,000.00	$3,000.00	$1,295.90	$1,295.90	$12,000.00	$12,000.00			$3,000.00	$3,000.00	$7,800.00	$7,800.00	$7,000.00	$7,000.00				
10	110 6004	EXCAVATION (ROADWAY AND CHANNEL)	CY	15000	$18.00	$270,000.00	$7.50	$112,500.00	$11.00	$165,000.00	$4.00	$60,000.00	$10.00	$150,000.00			$6.00	$90,000.00	$17.00	$255,000.00	$11.00	$165,000.00				
11	132 6007	EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	10000	$12.00	$120,000.00	$3.00	$30,000.00	$5.00	$50,000.00	$5.00	$50,000.00	$10.00	$100,000.00			$6.00	$60,000.00	$8.00	$80,000.00	$8.00	$80,000.00				
12	432 6032	RIPRAP (STONE PROTECTION)(15 IN)	CY	500	$150.00	$75,000.00	$45.00	$22,500.00	$85.00	$42,500.00	$90.00	$45,000.00	$95.00	$47,500.00			$150.00	$75,000.00	$100.00	$50,000.00	$140.00	$70,000.00				
13	432 6036	RIPRAP (STONE PROTECTION)(30 IN)	CY	3000	$130.00	$390,000.00	$58.00	$174,000.00	$85.00	$255,000.00	$86.23	$258,690.00	$102.00	$306,000.00			$170.00	$510,000.00	$138.00	$414,000.00	$150.00	$450,000.00				
14		Rock Vane	LF	200	$200.00	$40,000.00	$61.00	$12,200.00	$115.00	$23,000.00	$182.92	$36,584.00	$40.00	$8,000.00			$40.00	$8,000.00	$150.00	$30,000.00	$50.00	$10,000.00				
15		Coir Mat - Erosion Control	SY	1400	$5.00	$7,000.00	$4.90	$6,860.00	$5.50	$7,700.00	$4.35	$6,090.00	$5.00	$7,000.00			$2.00	$2,800.00	$5.00	$7,000.00	$5.00	$7,000.00				
16	160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	6900	$1.50	$10,350.00	$1.00	$6,900.00	$1.50	$10,350.00	$1.73	$11,937.00	$4.00	$27,600.00			$6.00	$41,400.00	$1.50	$10,350.00	$4.00	$27,600.00				
17	166 6001	FERTIILZER	AC	1.5	$1,100.00	$1,650.00	$220.00	$330.00	$415.00	$622.50	$195.00	$292.50	$400.00	$600.00			$950.00	$1,425.00	$200.00	$300.00	$400.00	$600.00				
18	164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	6900	$0.60	$4,140.00	$0.13	$897.00	$0.16	$1,104.00	$0.12	$828.00	$0.15	$1,035.00			$0.50	$3,450.00	$0.14	$966.00	$0.20	$1,380.00				
19	168 6001	Vegetative Watering	MG	257	$30.00	$7,710.00	$56.00	$14,392.00	$30.00	$7,710.00	$25.28	$6,496.96	$45.00	$11,565.00			$26.00	$6,682.00	$18.00	$4,626.00	$35.00	$8,995.00				
20	169 6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SY	5500	$3.00	$16,500.00	$1.30	$7,150.00	$1.20	$6,600.00	$1.46	$8,030.00	$0.15	$825.00			$1.75	$9,625.00	$1.75	$9,625.00	$1.00	$5,500.00				
21	402 6001	TRENCH EXCAVATION PROTECTION	LF	688	$6.00	$4,128.00	$1.10	$756.80	$3.00	$2,064.00	$3.26	$2,242.88	$1.00	$688.00			$2.00	$1,376.00	$2.00	$1,376.00	$5.00	$3,440.00				
22	7032 6132	Pipe Water Main (DI)(8")	LF	236	$90.00	$21,240.00	$140.00	$33,040.00	$85.00	$20,060.00	$109.70	$25,889.20	$120.00	$28,320.00			$75.00	$17,700.00	$65.00	$15,340.00	$150.00	$35,400.00				
23		Pipe Water Main (Steel)(8")	LF	67	$220.00	$14,740.00	$250.00	$16,750.00	$180.00	$12,060.00	$385.40	$25,821.80	$200.00	$13,400.00			$130.00	$8,710.00	$160.00	$10,720.00	$200.00	$13,400.00				
24		8-inch Coated 150 psi Steel Pipe with Insulation (Suspended - includes pipe supports)	LF	138	$325.00	$44,850.00	$900.00	$124,200.00	$250.00	$34,500.00	$367.97	$50,779.86	$275.00	$37,950.00			$330.00	$45,540.00	$260.00	$35,880.00	$400.00	$55,200.00				
25		8-inch PVC Bypass Line	LS	1	$12,000.00	$12,000.00	$20,000.00	$20,000.00	$18,000.00	$18,000.00	$20,230.94	$20,230.94	$49,000.00	$49,000.00			$20,000.00	$20,000.00	$31,800.00	$31,800.00	$27,000.00	$27,000.00				
26		Remove Existing 8-inch PVC Waterline	LF	460	$20.00	$9,200.00	$11.00	$5,060.00	$10.00	$4,600.00	$27.00	$12,420.00	$15.00	$6,900.00			$15.00	$6,900.00	$8.00	$3,680.00	$10.00	$4,600.00				
27		2-inch Manual Air Release Corporation Stop (Complete)	EA	1	$500.00	$500.00	$2,800.00	$2,800.00	$4,000.00	$4,000.00	$1,750.00	$1,750.00	$6,200.00	$6,200.00			$1,500.00	$1,500.00	$3,500.00	$3,500.00	$4,400.00	$4,400.00				
28		8-inch Gate Valve and Box (Complete)	EA	2	$5,000.00	$10,000.00	$1,700.00	$3,400.00	$1,450.00	$2,900.00	$4,775.00	$9,550.00	$2,000.00	$4,000.00			$1,800.00	$3,600.00	$1,800.00	$3,600.00	$1,700.00	$3,400.00				
29		Concrete Encasement for Waterline and Conduit	CY	8	$700.00	$5,600.00	$390.00	$3,120.00	$150.00	$1,200.00	$255.00	$2,040.00	$240.00	$1,920.00			$200.00	$1,600.00	$200.00	$1,600.00	$240.00	$1,920.00				
30	247 6238	FL BS (CMP IN PLC) (TY A GR 4) (12")	SY	1261	$30.00	$37,830.00	$12.00	$15,132.00	$16.00	$20,176.00	$24.00	$30,264.00	$42.00	$52,962.00	NO BID TABS		$23.00	$29,003.00	$20.00	$25,220.00	$15.00	$18,915.00	NO BID TABS		NO BID TABS	
31	260 6002	LIME (HYDRATED LIME (SLURRY))	TON	10	$150.00	$1,500.00	$160.00	$1,600.00	$225.00	$2,250.00	$221.25	$2,212.50	$155.00	$1,550.00			$220.00	$2,200.00	$180.00	$1,800.00	$200.00	$2,000.00				
32	260 6079	LIME TRT (SUBGRADE) (6")	SY	1261	$5.00	$6,305.00	$5.00	$6,305.00	$5.00	$6,305.00	$9.30	$11,727.30	$4.00	$5,044.00			$4.00	$5,044.00	$7.00	$8,827.00	$13.00	$16,393.00				
33	340 6122	D-GR HMA(SQ) TY-D PG70-22	TON	218	$100.00	$21,800.00	$180.00	$39,240.00	$125.00	$27,250.00	$120.75	$26,323.50	$123.00	$26,814.00			$150.00	$32,700.00	$185.00	$40,330.00	$172.00	$37,496.00				
34	310 6027	PRIME COAT(MC-30 OR AE-P)	GAL	227	$70.00	$15,890.00	$5.60	$1,271.20	$6.00	$1,362.00	$5.52	$1,253.04	$6.00	$1,362.00			$7.15	$1,623.05	$5.00	$1,135.00	$6.00	$1,362.00				
35	416 6001	DRILL SHAFT (18 IN)	LF	52	$70.00	$3,640.00	$110.00	$5,720.00	$115.00	$5,980.00	$100.00	$5,200.00	$100.00	$5,200.00			$180.00	$9,360.00	$108.00	$5,616.00	$90.00	$4,680.00				
36	416 6004	DRILL SHAFT (36 IN)	LF	306	$160.00	$48,960.00	$200.00	$61,200.00	$185.00	$56,610.00	$180.00	$55,080.00	$150.00	$45,900.00			$300.00	$91,800.00	$195.00	$59,670.00	$160.00	$48,960.00				
37	420 6013	CL C CONC (ABUT)	CY	58.6	$1,200.00	$70,320.00	$1,400.00	$82,040.00	$750.00	$43,950.00	$1,200.00	$70,320.00	$1,100.00	$64,460.00			$1,000.00	$58,600.00	$1,325.00	$77,645.00	$1,200.00	$70,320.00				
38	420 6029	CL C CONC (CAP)	CY	15.5	$1,400.00	$21,700.00	$1,200.00	$18,600.00	$1,000.00	$15,500.00	$1,600.00	$24,800.00	$1,500.00	$23,250.00			$1,000.00	$15,500.00	$1,430.00	$22,165.00	$1,000.00	$15,500.00				
39	420 6037	CL C CONC (COLUMN)	CY	14.1	$1,000.00	$14,100.00	$1,500.00	$21,150.00	$1,200.00	$16,920.00	$1,200.00	$16,920.00	$1,200.00	$16,920.00			$1,000.00	$14,100.00	$1,450.00	$20,445.00	$1,000.00	$14,100.00				
40	422 6001	REINF CONC SLAB	SF	5148	$20.00	$102,960.00	$22.00	$113,256.00	$16.00	$82,368.00	$25.00	$128,700.00	$14.00	$72,072.00			$50.00	$257,400.00	$24.00	$123,552.00	$18.00	$92,664.00				
41	422 6013	BRIDGE SIDEWALK	SF	980	$11.00	$10,780.00	$16.00	$15,680.00	$14.00	$13,720.00	$20.00	$19,600.00	$14.00	$13,720.00			$11.00	$10,780.00	$15.00	$14,700.00	$9.00	$8,820.00				
42	422 6015	APPROACH SLAB	CY	70	$500.00	$35,000.00	$580.00	$40,600.00	$390.00	$27,300.00	$500.00	$35,000.00	$450.00	$31,500.00			$811.00	$56,770.00	$405.00	$28,350.00	$500.00	$35,000.00				
43	425 6036	PRESTR CONC GIRDER (TX34)	LF	710	$140.00	$99,400.00	$175.00	$124,250.00	$155.00	$110,050.00	$180.00	$127,800.00	$135.00	$95,850.00			$250.00	$177,500.00	$165.00	$117,150.00	$135.00	$95,850.00				
44	434 6001	ELASTOMERIC BEARING (PLAIN)	EA	20	$200.00	$4,000.00	$0.01	$0.20	$10.00	$200.00	$1.00	$20.00	$120.00	$2,400.00			$10.00	$200.00	$150.00	$3,000.00	$370.00	$7,400.00				
45	442 6008	STR STEEL (MISCELLANEOUS BRIDGE)	LB	154	$5.00	$770.00	$15.00	$2,310.00	$22.00	$3,388.00	$25.00	$3,850.00	$22.00	$3,388.00			$7.00	$1,078.00	$30.00	$4,620.00	$19.00	$2,926.00				
46	450 6004	RAIL (TY T221)	LF	172	$70.00	$12,040.00	$110.00	$18,920.00	$140.00	$24,080.00	$95.00	$16,340.00	$90.00	$15,480.00			$170.00	$29,240.00	$118.00	$20,296.00	$85.00	$14,620.00				
47	450 6030	RAIL (TY C221)	LF	162	$140.00	$22,680.00	$140.00	$22,680.00	$175.00	$28,350.00	$160.00	$25,920.00	$110.00	$17,820.00			$170.00	$27,540.00	$153.00	$24,786.00	$130.00	$21,060.00				
48	454 6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LF	73	$85.00	$6,205.00	$130.00	$9,490.00	$85.00	$6,205.00	$100.00	$7,300.00	$72.00	$5,256.00			$90.00	$6,570.00	$85.00	$6,205.00	$100.00	$7,300.00				
49	540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	95	$30.00	$2,850.00	$30.50	$2,897.50	$25.00	$2,375.00	$27.22	$2,585.90	$25.00	$2,375.00			$25.00	$2,375.00	$28.00	$2,660.00	$25.00	$2,375.00				
50	540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	4	$750.00	$3,000.00	$1,100.00	$4,400.00	$900.00	$3,600.00	$1,005.00	$4,020.00	$855.00	$3,420.00			$800.00	$3,200.00	$1,015.00	$4,060.00	$880.00	$3,520.00				
51	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	2	$950.00	$1,900.00	$1,200.00	$2,400.00	$981.00	$1,962.00	$1,075.00	$2,150.00	$925.00	$1,850.00			$900.00	$1,800.00	$1,200.00	$2,400.00	$950.00	$1,900.00				
52	544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	$3,600.00	$7,200.00	$2,800.00	$5,600.00	$2,450.00	$4,900.00	$2,527.00	$5,054.00	$2,377.00	$4,754.00			$2,500.00	$5,000.00	$2,600.00	$5,200.00	$2,500.00	$5,000.00				
53	644 6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	EA	1	$500.00	$500.00	$690.00	$690.00	$850.00	$850.00	$620.00	$620.00	$475.00	$475.00			$350.00	$350.00	$525.00	$525.00	$700.00	$700.00				
54	618 6078	CONDT (RM) (4") Including Coating	LF	170	$60.00	$10,200.00	$71.00	$12,070.00	$130.00	$22,100.00	$88.09	$14,975.30	$55.00	$9,350.00			$100.00	$17,000.00	$185.00	$31,450.00	$170.00	$28,900.00				
55	618 6058	CONDT (PVC) (SCH 80) (4")	LF	185	$30.00	$5,550.00	$31.50	$5,827.50	$32.00	$5,920.00	$24.04	$4,447.40	$50.00	$9,250.00			$30.00	$5,550.00	$25.00	$4,625.00	$45.00	$8,325.00				
56	540 6014	SHORT RADIUS	LF	31	$30.00	$930.00	$48.00	$1,488.00	$50.00	$1,550.00	$43.00	$1,333.00	$49.00	$1,519.00			$45.00	$1,395.00	$45.00	$1,395.00	$50.00	$1,550.00				
57	540 6005	TERMINAL ANCHOR SECTION	EA	4	$600.00	$2,400.00	$760.00	$3,040.00	$700.00	$2,800.00	$678.00	$2,712.00	$678.00	$2,712.00			$600.00	$2,400.00	$700.00	$2,800.00	$700.00	$2,800.00				
58	432 6046	RIPRAP (MOW STRIP)(5 IN)	CY	18	$400.00	$7,200.00	$640.00	$11,520.00	$610.00	$10,980.00	$683.73	$12,307.14	$400.00	$7,200.00			$215.00	$3,870.00	$500.00	$9,000.00	$600.00	$10,800.00				
59	530 6005	DRIVEWAYS (ACP)	SY	116	$40.00	$4,640.00	$73.00	$8,468.00	$60.00	$6,960.00	$43.85	$5,086.60	$55.00	$6,380.00	NO BID TABS		$50.00	$5,800.00	$75.00	$8,700.00	$84.00	$9,744.00	NO BID TABS		NO BID TABS	
Project Total						$1,830,035.00		$1,425,301.90		$1,479,474.00		$1,600,117.23		$1,642,102.00		$1,787,006.70		$1,922,273.55		$1,944,452.00		$1,977,215.00		$2,560,656.00		$2,565,813.00

Williamson County Department of Infrastructure
Bid #1807-252 - San Gabriel Ranch Road Bridge
Bid Tabulation
September 5, 2018

BID TABULATION

Bid Item	TxDOT Item	Description	Unit	Estimated Quantity	Engineer's Estimate		A Greater Austin Development		Chasco Constructors		James Construction		SB Contractors		Austin Filter Systems		Path Construction		Jordan Foster		Capital Excavation		Winters Construction		MAC, Inc	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	500 6001	MOBILIZATION	LS	1	$87,000.00	$87,000.00	$142,500.00	$142,500.00	$140,000.00	$140,000.00	$158,000.00	$158,000.00	$160,000.00	$160,000.00	NO BID TABS		$95,000.00	$95,000.00	$186,200.00	$186,200.00	$196,000.00	$196,000.00	NO BID TABS		NO BID TABS	
2	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	210	$22.00	$4,620.00	$24.00	$5,040.00	$23.00	$4,830.00	$21.50	$4,515.00	$24.00	$5,040.00			$25.00	$5,250.00	$23.00	$4,830.00	$22.00	$4,620.00				
3	506 6011	ROCK FILTER DAMS (REMOVE)	LF	210	$8.00	$1,680.00	$6.70	$1,407.00	$5.00	$1,050.00	$6.00	$1,260.00	$9.00	$1,890.00			$25.00	$5,250.00	$7.00	$1,470.00	$6.00	$1,260.00				
4	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	645	$2.00	$1,290.00	$2.50	$1,612.50	$4.00	$2,580.00	$2.25	$1,451.25	$3.00	$1,935.00			$2.50	$1,612.50	$3.00	$1,935.00	$3.00	$1,935.00				
5	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	645	$0.60	$387.00	$0.56	$361.20	$0.50	$322.50	$0.50	$322.50	$1.00	$645.00			$1.00	$645.00	$0.60	$387.00	$1.00	$645.00				
6	100 6001	PREPARING ROW	AC	3.2	$10,000.00	$32,000.00	$4,000.00	$12,800.00	$24,000.00	$76,800.00	$20,000.00	$64,000.00	$6,500.00	$20,800.00			$5,000.00	$16,000.00	$26,000.00	$83,200.00	$60,000.00	$192,000.00				
7		Care of Water During Construction	LS	1	$50,000.00	$50,000.00	$1,700.00	$1,700.00	$25,000.00	$25,000.00	$70,000.00	$70,000.00	$80,000.00	$80,000.00			$3,500.00	$3,500.00	$9,500.00	$9,500.00	$6,500.00	$6,500.00				
8	496 6007	REMOV STR (PIPE)	LF	48	$25.00	$1,200.00	$22.50	$1,080.00	$20.00	$960.00	$14.12	$677.76	$22.00	$1,056.00			$20.00	$960.00	$30.00	$1,440.00	$30.00	$1,440.00				
9		ABANDON 30-INCH CMP	LS	1	$5,000.00	$5,000.00	$4,100.00	$4,100.00	$3,000.00	$3,000.00	$1,295.90	$1,295.90	$12,000.00	$12,000.00			$3,000.00	$3,000.00	$7,800.00	$7,800.00	$7,000.00	$7,000.00				
10	110 6004	EXCAVATION (ROADWAY AND CHANNEL)	CY	15000	$18.00	$270,000.00	$7.50	$112,500.00	$11.00	$165,000.00	$4.00	$60,000.00	$10.00	$150,000.00			$6.00	$90,000.00	$17.00	$255,000.00	$11.00	$165,000.00				
11	132 6007	EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	10000	$12.00	$120,000.00	$3.00	$30,000.00	$5.00	$50,000.00	$5.00	$50,000.00	$10.00	$100,000.00			$6.00	$60,000.00	$8.00	$80,000.00	$8.00	$80,000.00				
12	432 6032	RIPRAP (STONE PROTECTION)(15 IN)	CY	500	$150.00	$75,000.00	$45.00	$22,500.00	$85.00	$42,500.00	$90.00	$45,000.00	$95.00	$47,500.00			$150.00	$75,000.00	$100.00	$50,000.00	$140.00	$70,000.00				
13	432 6036	RIPRAP (STONE PROTECTION)(30 IN)	CY	3000	$130.00	$390,000.00	$58.00	$174,000.00	$85.00	$255,000.00	$86.23	$258,690.00	$102.00	$306,000.00			$170.00	$510,000.00	$138.00	$414,000.00	$150.00	$450,000.00				
14		Rock Vane	LF	200	$200.00	$40,000.00	$61.00	$12,200.00	$115.00	$23,000.00	$182.92	$36,584.00	$40.00	$8,000.00			$40.00	$8,000.00	$150.00	$30,000.00	$50.00	$10,000.00				
15		Colr Mat - Erosion Control	SY	1400	$5.00	$7,000.00	$4.90	$6,860.00	$5.50	$7,700.00	$4.35	$6,090.00	$5.00	$7,000.00			$2.00	$2,800.00	$5.00	$7,000.00	$5.00	$7,000.00				
16	160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	6900	$1.50	$10,350.00	$1.00	$6,900.00	$1.50	$10,350.00	$1.73	$11,937.00	$4.00	$27,600.00			$6.00	$41,400.00	$1.50	$10,350.00	$4.00	$27,600.00				
17	166 6001	FERTILIZER	AC	1.5	$1,100.00	$1,650.00	$220.00	$330.00	$415.00	$622.50	$195.00	$292.50	$400.00	$600.00			$950.00	$1,425.00	$200.00	$300.00	$400.00	$600.00				
18	164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	6900	$0.60	$4,140.00	$0.13	$897.00	$0.16	$1,104.00	$0.12	$828.00	$0.15	$1,035.00			$0.50	$3,450.00	$0.14	$966.00	$0.20	$1,380.00				
19	168 6001	Vegetative Watering	MG	257	$30.00	$7,710.00	$56.00	$14,392.00	$30.00	$7,710.00	$25.28	$6,496.96	$45.00	$11,565.00			$26.00	$6,682.00	$18.00	$4,626.00	$35.00	$8,995.00				
20	169 6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SY	5500	$3.00	$16,500.00	$1.30	$7,150.00	$1.20	$6,600.00	$1.46	$8,030.00	$0.15	$825.00			$1.75	$9,625.00	$1.75	$9,625.00	$1.00	$5,500.00				
21	402 6001	TRENCH EXCAVATION PROTECTION	LF	688	$6.00	$4,128.00	$1.10	$756.80	$3.00	$2,064.00	$3.26	$2,242.88	$1.00	$688.00			$2.00	$1,376.00	$2.00	$1,376.00	$5.00	$3,440.00				
22	7032 6132	Pipe Water Main (DI)(8")	LF	236	$90.00	$21,240.00	$140.00	$33,040.00	$85.00	$20,060.00	$109.70	$25,889.20	$125.00	$29,500.00			$75.00	$17,700.00	$65.00	$15,340.00	$150.00	$35,400.00				
23		Pipe Water Main (Steel)(8")	LF	67	$220.00	$14,740.00	$250.00	$16,750.00	$180.00	$12,060.00	$385.40	$25,821.80	$200.00	$13,400.00			$130.00	$8,710.00	$160.00	$10,720.00	$200.00	$13,400.00				
24		8-Inch Coated 150 psi Steel Pipe with Insulation (Suspended - Includes pipe supports)	LF	138	$325.00	$44,850.00	$900.00	$124,200.00	$250.00	$34,500.00	$367.97	$50,779.86	$275.00	$37,950.00			$330.00	$45,540.00	$260.00	$35,880.00	$400.00	$55,200.00				
25		8-Inch PVC Bypass Line	LS	1	$12,000.00	$12,000.00	$20,000.00	$20,000.00	$18,000.00	$18,000.00	$20,230.94	$20,230.94	$49,000.00	$49,000.00			$20,000.00	$20,000.00	$31,800.00	$31,800.00	$27,000.00	$27,000.00				
26		Remove Existing 8-Inch PVC Waterline	LF	460	$20.00	$9,200.00	$11.00	$5,060.00	$10.00	$4,600.00	$27.00	$12,420.00	$15.00	$6,900.00			$15.00	$6,900.00	$8.00	$3,680.00	$10.00	$4,600.00				
27		2-Inch Manual Air Release Corporation Stop (Complete)	EA	1	$500.00	$500.00	$2,800.00	$2,800.00	$4,000.00	$4,000.00	$1,750.00	$1,750.00	$6,200.00	$6,200.00			$1,500.00	$1,500.00	$3,500.00	$3,500.00	$4,400.00	$4,400.00				
28		8-Inch Gate Valve and Box (Complete)	EA	2	$5,000.00	$10,000.00	$1,700.00	$3,400.00	$1,450.00	$2,900.00	$4,775.00	$9,550.00	$2,000.00	$4,000.00			$1,800.00	$3,600.00	$1,800.00	$3,600.00	$1,700.00	$3,400.00				
29		Concrete Encasement for Waterline and Conduit	CY	8	$700.00	$5,600.00	$390.00	$3,120.00	$150.00	$1,200.00	$255.00	$2,040.00	$240.00	$1,920.00			$200.00	$1,600.00	$200.00	$1,600.00	$240.00	$1,920.00				
30	247 6238	FL BS (CMP IN PLC) (TY A GR 4) (12")	SY	1261	$30.00	$37,830.00	$12.00	$15,132.00	$16.00	$20,176.00	$24.00	$30,264.00	$42.00	$52,962.00	NO BID TABS		$23.00	$29,003.00	$20.00	$25,220.00	$15.00	$18,915.00	NO BID TABS		NO BID TABS	
31	260 6002	LIME (HYDRATED LIME (SLURRY))	TON	10	$150.00	$1,500.00	$160.00	$1,600.00	$225.00	$2,250.00	$221.25	$2,212.50	$155.00	$1,550.00			$220.00	$2,200.00	$180.00	$1,800.00	$200.00	$2,000.00				
32	260 6079	LIME TRT (SUBGRADE) (6")	SY	1261	$5.00	$6,305.00	$5.00	$6,305.00	$5.00	$6,305.00	$9.30	$11,727.30	$4.00	$5,044.00			$4.00	$5,044.00	$7.00	$8,827.00	$13.00	$16,393.00				
33	340 6122	D-GR HMA(SQ) TY-D PG70-22	TON	218	$100.00	$21,800.00	$180.00	$39,240.00	$125.00	$27,250.00	$120.75	$26,323.50	$123.00	$26,814.00			$150.00	$32,700.00	$185.00	$40,330.00	$172.00	$37,496.00				
34	310 6027	PRIME COAT(MC-30 OR AE-P)	GAL	227	$70.00	$15,890.00	$5.60	$1,271.20	$6.00	$1,362.00	$5.52	$1,253.04	$6.00	$1,362.00			$7.15	$1,623.05	$5.00	$1,135.00	$6.00	$1,362.00				
35	416 6001	DRILL SHAFT (18 IN)	LF	52	$70.00	$3,640.00	$110.00	$5,720.00	$115.00	$5,980.00	$100.00	$5,200.00	$100.00	$5,200.00			$180.00	$9,360.00	$108.00	$5,616.00	$90.00	$4,680.00				
36	416 6004	DRILL SHAFT (36 IN)	LF	306	$160.00	$48,960.00	$200.00	$61,200.00	$185.00	$56,610.00	$180.00	$55,080.00	$150.00	$45,900.00			$300.00	$91,800.00	$195.00	$59,670.00	$160.00	$48,960.00				
37	420 6013	CL C CONC (ABUT)	CY	58.6	$1,200.00	$70,320.00	$1,400.00	$82,040.00	$750.00	$43,950.00	$1,200.00	$70,320.00	$1,100.00	$64,460.00			$1,000.00	$58,600.00	$1,325.00	$77,645.00	$1,200.00	$70,320.00				
38	420 6029	CL C CONC (CAP)	CY	15.5	$1,400.00	$21,700.00	$1,200.00	$18,600.00	$1,000.00	$15,500.00	$1,600.00	$24,800.00	$1,500.00	$23,250.00			$1,000.00	$15,500.00	$1,430.00	$22,165.00	$1,000.00	$15,500.00				
39	420 6037	CL C CONC (COLUMN)	CY	14.1	$1,100.00	$15,510.00	$1,500.00	$21,150.00	$1,200.00	$16,920.00	$1,200.00	$16,920.00	$1,200.00	$16,920.00			$1,000.00	$14,100.00	$1,450.00	$20,445.00	$1,000.00	$14,100.00				
40	422 6001	REINF CONC SLAB	SF	5148	$20.00	$102,960.00	$22.00	$113,256.00	$16.00	$82,368.00	$25.00	$128,700.00	$14.00	$72,072.00			$50.00	$257,400.00	$24.00	$123,552.00	$18.00	$92,664.00				
41	422 6013	BRIDGE SIDEWALK	SF	980	$11.00	$10,780.00	$16.00	$15,680.00	$14.00	$13,720.00	$20.00	$19,600.00	$14.00	$13,720.00			$11.00	$10,780.00	$15.00	$14,700.00	$9.00	$8,820.00				
42	422 6015	APPROACH SLAB	CY	70	$500.00	$35,000.00	$580.00	$40,600.00	$390.00	$27,300.00	$500.00	$35,000.00	$450.00	$31,500.00			$811.00	$56,770.00	$405.00	$28,350.00	$500.00	$35,000.00				
43	425 6036	PRESTR CONC GIRDER (TX34)	LF	710	$140.00	$99,400.00	$175.00	$124,250.00	$155.00	$110,050.00	$180.00	$127,800.00	$135.00	$95,850.00			$250.00	$177,500.00	$165.00	$117,150.00	$135.00	$95,850.00				
44	434 6001	ELASTOMERIC BEARING (PLAIN)	EA	20	$200.00	$4,000.00	$0.01	$0.20	$10.00	$200.00	$1.00	$20.00	$120.00	$2,400.00			$10.00	$200.00	$150.00	$3,000.00	$370.00	$7,400.00				
45	442 6008	STR STEEL (MISCELLANEOUS BRIDGE)	LB	154	$5.00	$770.00	$15.00	$2,310.00	$22.00	$3,388.00	$25.00	$3,850.00	$22.00	$3,388.00			$7.00	$1,078.00	$30.00	$4,620.00	$19.00	$2,926.00				
46	450 6004	RAIL (TY T221)	LF	172	$70.00	$12,040.00	$110.00	$18,920.00	$140.00	$24,080.00	$95.00	$16,340.00	$90.00	$15,480.00			$170.00	$29,240.00	$118.00	$20,296.00	$85.00	$14,620.00				
47	450 6030	RAIL (TY C221)	LF	162	$140.00	$22,680.00	$140.00	$22,680.00	$175.00	$28,350.00	$160.00	$25,920.00	$110.00	$17,820.00			$170.00	$27,540.00	$153.00	$24,786.00	$130.00	$21,060.00				
48	454 6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LF	73	$85.00	$6,205.00	$130.00	$9,490.00	$85.00	$6,205.00	$100.00	$7,300.00	$72.00	$5,256.00			$90.00	$6,570.00	$85.00	$6,205.00	$100.00	$7,300.00				
49	540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	95	$30.00	$2,850.00	$30.50	$2,897.50	$25.00	$2,375.00	$27.22	$2,585.90	$25.00	$2,375.00			$25.00	$2,375.00	$28.00	$2,660.00	$25.00	$2,375.00				
50	540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	4	$750.00	$3,000.00	$1,100.00	$4,400.00	$900.00	$3,600.00	$1,005.00	$4,020.00	$855.00	$3,420.00			$800.00	$3,200.00	$1,015.00	$4,060.00	$880.00	$3,520.00				
51	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	2	$950.00	$1,900.00	$1,200.00	$2,400.00	$981.00	$1,962.00	$1,075.00	$2,150.00	$925.00	$1,850.00			$900.00	$1,800.00	$1,200.00	$2,400.00	$950.00	$1,900.00				
52	544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	$3,600.00	$7,200.00	$2,800.00	$5,600.00	$2,450.00	$4,900.00	$2,527.00	$5,054.00	$2,377.00	$4,754.00			$2,500.00	$5,000.00	$2,600.00	$5,200.00	$2,500.00	$5,000.00				
53	644 6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	EA	1	$500.00	$500.00	$690.00	$690.00	$850.00	$850.00	$620.00	$620.00	$475.00	$475.00			$350.00	$350.00	$525.00	$525.00	$700.00	$700.00				
54	618 6078	CONDT (RM) (4") including Coating	LF	170	$60.00	$10,200.00	$71.00	$12,070.00	$130.00	$22,100.00	$88.09	$14,975.30	$55.00	$9,350.00			$100.00	$17,000.00	$185.00	$31,450.00	$170.00	$28,900.00				
55	618 6058	CONDT (PVC) (SCH 80) (4")	LF	185	$30.00	$5,550.00	$31.50	$5,827.50	$32.00	$5,920.00	$24.04	$4,447.40	$50.00	$9,250.00			$30.00	$5,550.00	$25.00	$4,625.00	$45.00	$8,325.00				
56	540 6014	SHORT RADIUS	LF	31	$30.00	$930.00	$48.00	$1,488.00	$50.00	$1,550.00	$43.00	$1,333.00	$49.00	$1,519.00			$45.00	$1,395.00	$45.00	$1,395.00	$50.00	$1,550.00				
57	540 6005	TERMINAL ANCHOR SECTION	EA	4	$600.00	$2,400.00	$760.00	$3,040.00	$700.00	$2,800.00	$678.00	$2,712.00	$678.00	$2,712.00			$600.00	$2,400.00	$700.00	$2,800.00	$700.00	$2,800.00				
58	432 6046	RIPRAP (MOW STRIP)(5 IN)	CY	18	$400.00	$7,200.00	$640.00	$11,520.00	$610.00	$10,980.00	$683.73	$12,307.14	$400.00	$7,200.00			$215.00	$3,870.00	$500.00	$9,000.00	$600.00	$10,800.00				
59	530 6005	DRIVEWAYS (ACP)	SY	116	$40.00	$4,640.00	$73.00	$8,468.00	$60.00	$6,960.00	$43.85	$5,086.60	$55.00	$6,380.00	NO BID TABS		$50.00	$5,800.00	$75.00	$8,700.00	$84.00	$9,744.00	NO BID TABS		NO BID TABS	
Project Total						$1,830,035.00		$1,425,301.90		$1,479,474.00		$1,600,117.23		$1,642,102.00		$1,787,006.70		$1,922,273.55		$1,944,452.00		$1,977,215.00		$2,560,656.00		$2,565,813.00

Williamson County Department of Infrastructure
Bid #1807-252 - San Gabriel Ranch Road Bridge
Bid Comparison
September 5, 2018

BID COMPARISON						
Bidder	**Bid Amount**	**Rank**	**Difference from Engineer's Estiamte ($)**	**Difference from Engineer's Estiamte (%)**	**Difference from Low Bid ($)**	**Difference from Low Bid (%)**
A Great Austin Development Co.	$1,425,301.90	1	-$404,733.10	-28.4%	-	-
Chasco Constructors	$1,479,474.00	2	-$350,561.00	-23.7%	$54,172.10	3.8%
James Construction Group, LLC	$1,599,836.26	3	-$230,198.74	-14.4%	$174,534.36	12.2%
SB Contractors, LLC	$1,647,398.00	4	-$182,637.00	-11.1%	$222,096.10	15.6%
Austin Filter Systems, Inc.	$1,787,006.70	5	-$43,028.30	-2.4%	$361,704.80	25.4%
Patin Construction, LLC	$1,922,041.00	6	$92,006.00	4.8%	$496,739.10	34.9%
Jordan Foster Construction, LLC	$1,944,283.00	7	$114,248.00	5.9%	$518,981.10	36.4%
Capital Excavation	$1,976,996.00	8	$146,961.00	7.4%	$551,694.10	38.7%
Winters Construction, Inc.	$2,560,656.00	9	$730,621.00	28.5%	$1,135,354.10	79.7%
MAC, Inc.	$2,565,813.00	10	$735,778.00	28.7%	$1,140,511.10	80.0%

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**:	Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626
and **Contractor**	A Greater Austin Development Co. 6500 River Place Blvd, Bldg 1 Suite 201 Austin, TX 78730
for the **Project**:	San Gabriel Ranch Road Bridge IFB # 1807-252

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and A Greater Austin Development Co. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the San Gabriel Ranch Road Bridge (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within One Hundred Twenty-Five (125) working days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within Twenty-Five (25) working days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$1,425,301.90**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive working day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Two Hundred Dollars per working day ($200.00/working day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

Kerry Collins
6500 River Place Blvd
Building 1, Suite 201
Austin, TX 78730

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

_____
_____
_____ _____
Phone (512) _____
Fax (512) _____

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Kerry Collins
6500 River Place Blvd
Building 1, Suite 201
Austin, TX 78730
512-310-9300

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

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

WILLIAMSON COUNTY Williamson County, Texas,	A Greater Austin Development Co.
By: _____	By: _____
Printed Name: _____	Printed Name: Lana Shockley
Title: _____	Title: Controller
Date: _____ ____, 20____	Date: September 13 ____, 2018

EXHIBIT 1

Minimum Insurance Coverages
and
Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

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

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

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

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

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

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

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

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

Commissioners Court - Regular Session **75.**

Meeting Date: 09/18/2018

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
h) Project Luna

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	09/13/2018 11:13 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2018 10:53 AM
Final Approval Date: 09/13/2018		

Meeting Date: 09/18/2018
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 acquisition 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.
u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
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	09/13/2018 11:13 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2018 10:48 AM
Final Approval Date: 09/13/2018		